

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, NOVEMBER 26, 2019

NOTES:

- Public Forum: Comments are generally limited to **3 minutes**.
- Consent Items: Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.

PROCEDURES:

- 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

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - November 12, 2019 City Council Special Meeting - Executive Session.
- Minutes - November 12, 2019 City Council Regular Meeting.
- AB 2536 Approval of a professional services contract for design of the Police Station Renovation/Expansion Project with Gabor Lorant Architects, Inc. in an amount not to exceed \$231,785.
- AB 2546 Approval to purchase real property located at 2120 Grasshopper Lane in Sedona for an amount not to exceed \$200,000 and resell the property to Hope House for the development of temporary housing for homeless families with children.

4. APPOINTMENTS

- AB 2542 **Discussion/possible action** regarding the reappointment/appointment of Planning & Zoning Commissioners.
- AB 2543 **Discussion/possible action** regarding the reappointment of Historic Preservation Commissioners.

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

- New employee introductions & recognition of staff accomplishments.

8. REGULAR BUSINESS

- AB 2537 **Public hearing/discussion/possible action** regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule.
- AB 2516 **Discussion/possible action** regarding approval of a Resolution and Ordinance revising Chapter 5.25 of the Sedona City Code (Short-Term Rental Regulation) to include the authority provided in HB 2672.
- Reports/discussion** regarding Council assignments.
- Discussion/possible action** regarding future meeting/agenda items.

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

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).

10. ADJOURNMENT

Posted: _____

By: _____

Susan L. Irvine, CMC
City Clerk

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Action Minutes
Special City Council Meeting - Executive Session
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, November 12, 2019, 2:30 p.m.

1. Call to Order

Mayor Moriarty called the meeting to order at 2:31 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor Bill Chisholm, Councilor John Currivan, Councilor Janice Hudson, Councilor Scott Jablow, Councilor Jessica Williamson.

Staff in attendance: City Manager Justin Clifton, Assistant City Manager/Director of Community Development Karen Osburn, City Attorney Robert Pickels, Jr., City Clerk Susan Irvine.

3. Executive Session

Motion: Councilor Chisholm moved to enter into Executive Session at 2:32 p.m. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

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. **Discussion/consultation with staff and the City Attorney regarding potential negotiations for the acquisition of real property for the siting of the Hope House Community Development Block Grant housing project. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(7).**
- b. **Discussion/consideration regarding employment of the City Attorney. 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 on executive session items.**

Reconvened in open session at 3:43 p.m.

No action taken.

4. Adjournment

Mayor Moriarty adjourned the meeting at 3:43 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on November 12, 2019.

Susan L. Irvine, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, November 12, 2019, 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 John Martinez, Councilor Bill Chisholm, Councilor John Currivan, Councilor Janice Hudson, Councilor Scott Jablow, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., Assistant City Attorney Shelley Cutts, Public Works Director/City Engineer Andy Dickey, Chief of Police Charles Husted, Director of Financial Services Cherie Wright, Budget & Accounting Supervisor Jessica Tucker, Accounting Supervisor Derrick Beracy, Accounting Technician II Martha Keider, Accounting Technician Marsha Beckwith, Finance Administrative Assistant Brenda Righi, Arts & Culture Coordinator Nancy Lattanzi, Sustainability Coordinator McKenzie Jones, Sustainability Intern Kaileigh Walker, Economic Development Intern Samantha Eves, City Clerk Susan Irvine.

2. City's Vision/Moment of Art

A video of the City's Vision was played.

Nancy Lattanzi introduced Jason Vargo who is a local musician, writer, speaker, visual artist, and teacher. Mr. Vargo spoke about the importance of art and performed the song "Halleluiah" with his acoustic guitar.

3. Consent Items

- a. **Minutes - October 22, 2019 City Council Regular Meeting.**
- b. **Minutes - October 23, 2019 City Council Special Meeting.**
- c. **Approval of Proclamation, Complaint Free Wednesday.**
- d. **Approval of Proclamation, Small Business Saturday, November 30, 2019.**

Motion: Vice Mayor Martinez moved to approve consent items 3a, 3b, 3c, and 3d. Seconded by Councilor Hudson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

4. Appointments – None.

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

Councilor Chisholm advised that tomorrow is Sedona Kindness Day and encouraged everyone to be kind. Councilor Williamson stated that NAU is hosting a Climate 2020 Arizona Conference on Friday and Saturday. She stated that those interested in attending should visit their website for more information.

6. Public Forum

Madelyn Clair, Sedona, spoke about the Soldier's Pass Road parking area and trailhead. She advised that the City could save money by prohibiting parking on Soldier's Pass Road and direct people to the swimming pool parking lot for the winter. This would allow the City to assess if people are willing to walk a mile each way to the trailhead at no cost to the City.

7. Proclamations, Recognitions, and Awards

a. Presentation of Proclamation, Complaint Free Wednesday.

Mayor Moriarty read the Proclamation and presented it to Cherie Wright. Ms. Wright thanked the Council for their recognition and encouraged everyone to observe Complaint Free Wednesday next week and throughout the year. She presented the Council with books and bracelets relating to the Complaint Free Program.

8. Regular Business

a. AB 2505 Discussion/possible action regarding approval of APS Solar Communities Agreement for the installation of solar photovoltaic carports at City Hall.

Presentation by McKenzie Jones, Justin Clifton, and Shelley Cutts.

Questions from Council.

Questions were also answered by Darla Deville of APS.

Comments from Council.

Motion: Councilor Williamson moved to authorize staff to sign an APS Solar Communities Agreement and grant easements to APS for installation of a solar PV system on covered parking at City Hall. Seconded by Councilor Chisholm. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

b. AB 2540 Discussion/possible direction regarding intended goals, objectives, and possible future action items related to Sense of Place as a Council priority item.

Presentation by Justin Clifton and Karen Osburn.

Questions and comments from Council.

By majority consensus, Council agreed that this should be removed as a Council priority at this time and revisited in the future if items with a common theme/interest are identified.

c. Reports/discussion regarding Council assignments – None.

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

Mayor Moriarty advised that there is no meeting tomorrow.

9. Executive Session

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

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

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 6:09 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 12, 2019.

Susan L. Irvine, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2536
November 26, 2019
Consent Items**

Agenda Item: 3c

Proposed Action & Subject: Approval of a professional services contract for design of the Police Station Renovation/Expansion Project with Gabor Lorant Architects, Inc. in an amount not to exceed \$231,785.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	None
Exhibits	A. Professional Services Contract

City Attorney Approval	Reviewed 11/18/19 SDC	Expenditure Required	
			\$ 231,785
		Amount Budgeted	
			\$ 227,000 in FY2020 20,000 in FY2022
City Manager's Recommendation	Approve a professional services contract with Gabor Lorant Architects for the renovation and expansion of the police station.	Account No. (Description)	47-5510-89-6823 (\$25,113) 22-5510-89-6823 (\$221,887) (Police Facility Rehab/Expansion)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting City Council approval of a professional services contract in an amount not to exceed \$231,785 for the Police Department Station Renovation/ Expansion Project with Gabor Lorant Architects, Inc. This design is to improve and expand the existing Sedona Police Station and will consist of two (2) phases. Phase 1 of the design will remodel the existing women's locker room. Currently, the women's locker room/bathroom is undersized for the current and anticipated number of female officers. Phase 2 of the design will encompass the remainder of the Police Station, determining where space is currently efficient and effective, and where improvements will be necessary. This Phase will likely result in expansion between the police station and the courtroom offices as well as potentially expanding within the main courtyard area. The improvements made to the Police Station will allow for a more functional,

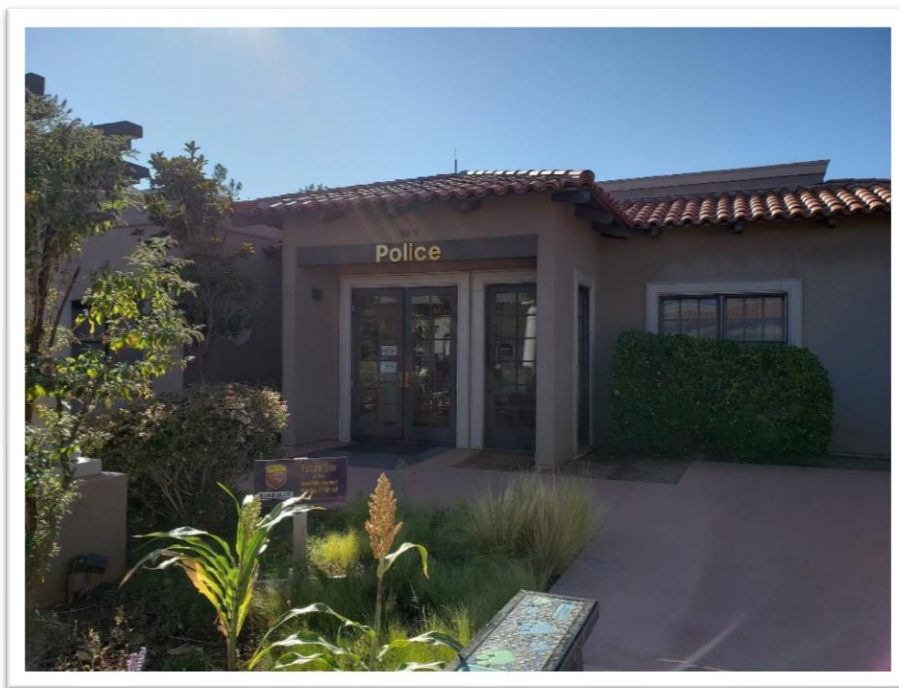
sustainable, and secure environment and will allow the Police Department to grow as necessitated by the community needs.

Background: The Sedona police station is located at 100 Roadrunner Drive. The City Hall plaza was originally a standard office complex, and was not designed to accommodate a future police station. The Police Department has made the retrofit space work, despite lacking in several key amenities. The current Sedona Police station is approximately 5,900 square feet and the garage is approximately 8,700 square feet.

Over the years, there have been many alterations, additions, and improvements to the Police Station facility. Improvements include the underground garage, ADA holding cells and ramp, the armory, gym, and K9 area, and shifting offices/meeting space walls around.

Even with these improvements there are still many issues that cannot be addressed within the existing space. Some of the issues with the facility are:

- Lacking safety and security features that a traditional police station should be equipped with.
- There are no vacant offices to allow for staff growth, and meeting spaces are undersized.
- The evidence area has outgrown its space.
- The women's locker room is undersized.
- Workflow regarding holding cells is not adequate.



Design will incorporate the 2014 Police Needs Assessment as a foundation, and the consultant will use relevant findings. However, there are many items within the assessment that are redundant, as well as other needs forecasted that no longer apply as direction and leadership has changed since the study's completion. In 2018, Don Woods Architect, Public Works, and Police staff began working on refining the needs; however, Don Woods passed away and the remaining effort is included under this contract. Meetings with the consultant, Public Works, and Police staff will be necessary to refine the full extent of the renovation.

Schedule:

The design process will begin immediately after award of the contract. Design of Phase 1 is expected to be completed by January of 2020. Construction of Phase 1 is anticipated to begin and be completed by the end of FY20. Design of Phase 2 is expected to be completed by December of 2020 with construction beginning that same fiscal year. Construction of Phase 2 is anticipated to be complete by November 2021.

Procurement Method:

Request for Qualifications (RFQ):

Due to the specialized nature of law enforcement facilities, staff administered this project as a request for qualifications to ensure a cost effective, quality, and experienced consultant would be selected. The RFQ was advertised on August 14 and 21, 2019, and sealed proposals were opened on September 25, 2019.

The RFQ review committee, consisting of Public Works and Police staff reviewed and ranked the three (3) received proposals. The scoring criteria is based on relevant experience of the consultant and project manager, project approach/scope, location and availability, and familiarity with municipalities similar to Sedona. The proposals were ranked in the following order:

- 1. Gabor Lorant Architects, Inc. (Phoenix, AZ) – [Selected]
- 2. WSM Architects, Inc. (Tucson, AZ)
- 3. Avid Architects (Peoria, AZ)

Gabor Lorant Architects, Inc. was determined to be the most qualified based on the above criteria. After selection, the final scope and fee with Gabor Lorant Architects, Inc. were negotiated and agreed upon.

Budget:

The amount budgeted for the design portion of the project is \$247,000. This budgeted amount will cover the design fees for both Phases 1 and 2 of the project over the course of FY20 and FY21. Post construction services provided by the consultant will carryover into FY22 as the construction portion of the project finalizes.

Community Plan Consistent: Yes - No - Not Applicable

The improvements made by this project will result in improved facilities and services that address health, safety, and welfare needs of the community as laid out by the Sedona Community Plan. The result of an improved Police Station will allow Sedona Police to expand as demand necessitates and improve workflow, amenities for employee needs, safety, efficiency, sustainability, and security. This will allow the Police Department to increase the level and quality of services provided.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approving this project will result in not allowing the Police Department to grow as the community requires, as well as continuing to use a facility that will not be able to support the needs and requirements of Police staff.

MOTION

I move to: approve award of the professional services contract with Gabor Lorant Architects, Inc. for the Police Department Station Renovations Project in an amount not to

exceed \$231,785, subject to approval of a written contract by the City Attorney's Office.

EXHIBIT 'A'

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

This contract is made and entered into on this ____ day of _____, 20 ____, by and between the City of Sedona ("CITY") and Gabor Lorant Architects, Inc. ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with Police Station Renovation Project, as set forth in **Exhibit A** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$231,785.00**. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. Subject to Arizona Public Records Law, correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in **Exhibit A**. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.

6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.
7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the City of Sedona for the business it is conducting, without first having procured a current business license from the City and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks.
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of CONSULTANT who uses an automobile in providing services to CITY under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:
- City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
- D. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

12. **TERMINATION.** This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY'S issuance of said written Notice of Intent to Terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.
13. **VENUE.** This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this contract by CITY shall not constitute a waiver of any of the other terms or obligations of this contract.
16. **ENTIRE AGREEMENT.** This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. **NON-DISCRIMINATION.** CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
18. **COMPLIANCE WITH FEDERAL AND STATE LAWS:**
 - A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.

- C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
 - D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**), unless CONSULTANT is incorporated under the laws of the State of Arizona.
 - H. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the

amount payable hereunder, all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

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

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

CITY: City of Sedona
Attn: J. Andy Dickey, PE, Director of Public Works/City Engineer
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Gabor Lorant Architects, Inc.
3326 North 3rd Avenue, Suite 200
Phoenix, AZ 85013

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

CITY OF SEDONA, ARIZONA

Justin Clifton
City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Gabor Lorant Architects, Inc.

By: _____

Title: _____

I hereby affirm that I am authorized to enter into and sign this contract on behalf of Gabor Lorant Architects, Inc.

EXHIBITS

Exhibit A

- Scope of Work and Associated Costs.

Exhibit B

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

Exhibit 'A'

gabor lorant architects inc.

3326 n. 3rd ave, suite 200
phoenix, arizona 85013
tel. 602 667 9090
fax. 602 667 9133
www.gaborlorant.com



06 November 2019

Mr. Ryan Mortillaro, PE
Associate Engineer
Public Works Department
CITY of SEDONA
102 Roadrunner Drive
Sedona, Arizona 86336

Re: Architectural & Engineering Services Fee Proposal
City of Sedona Police Station Renovation
City of Sedona Project No. 2020-PD-03
GLA Project No.: 19107

Dear Mr. Mortillaro:

Per your request, GLA has **revised its** fee proposal for Architectural and Engineering services for the phased renovations of the Sedona Police Station located at 102 Roadrunner Drive in Sedona, Arizona.

This fee proposal has been divided into two scope components:

- Phase 1**—Locker Room Renovation/Expansion
- Phase 2**—Renovation and Expansion of remainder of the Police Station.

A budget of \$2.1M budget (construction dollars only) with an additional \$110,000 available for temporary relocation costs, new furniture and technology has been established.

GLA has included with this cover letter the following:

1. **Exhibit A**, GLA’s Scope of Architectural and Engineering Services
2. **Fee Schedule** for Phase 1
3. **Fee Schedule** for Phase 2.

GLA proposes to provide the Architectural and Engineering services (as described in **Exhibit A**) for the lump sums in the tables below. These lump sum fees are justified by the hourly assessment attached to this proposal.

<u>Phase 1</u>	
Programming and Design	\$13,390.00
Contract Documents	22,630.00
Bid/Negotiation	2,055.00
Construction Administration.....	9,200.00
Phase 1 Services Total.....	\$47,275.00



**Architectural & Engineering Services for
Sedona Police Department Building Renovation
Sedona Project No. 2020-PD-03
06 November 2019
GLA Project No.: 19107**

Phase 2

Programming and Design	\$57,310.00
Construct Documents	95,560.00
Bid/Negotiation	3,790.00
Construction Administration.....	27,850.00
Phase 2 Services Total.....	\$184,510.00
GRAND TOTAL.....	\$231,785.00

Reimbursable expenses will be additionally charged at a travel rate of \$0.55/mile and \$0.10/square foot of printing or 1.15 x the cost of outside printing charged to GLA.

Thank you for the opportunity to be of service. Please do not hesitate to contact me should you have any questions.

Sincerely,

Jan Lorant, AIA, NCARB, LEED AP
Principal

EXHIBIT A**SCOPE OF A/E SERVICES****City of Sedona Police Station Renovation****City of Sedona Project No. 2020-PD-3****GLA Project No. 19107****06 November 2019****PROJECT SCOPE**

This project entails a phased renovation of the City of Sedona's existing Police Station with the goal of generating an efficient, safe and functional work flow for the department while focusing on cost effectiveness and sustainability. Programming for the space is not firm and will be investigated as part of this project. The project's construction budget is \$2,100,000 with an additional \$110,000 available for temporary relocation costs, new furniture and technology.

Phase 1 of the Project is to include the following:

1. Gather input from the police department to update/modify the existing Locker Room and Bathroom spaces, focusing on expanding the Women's area
2. Prepare Schematic Design documents and a preliminary cost estimate for Owner review and approval
3. Revise/refine the Schematic Design solution to reflect Owner input
4. Prepare Contract Documents to delineate construction requirements for the approved design solution
5. Submit Contract Documents to the City for permit review and approval
6. Assist the City with bidding and award of the construction project
7. Construction Administration Services will be as follows:
 - a. GLA to attend Pre-construction meeting (prepare agenda and meeting report)
 - b. Review **by Owner** of Construction Pay Applications and As-Built documents (monthly)
 - c. GLA to answer requests for information (RFI's) from the contractor
 - d. Review **by Owner of** shop drawings and submittals prepared by the contractor
 - e. In cooperation with the Owner's review of construction progress, GLA to prepare a Field Report and determine accuracy of date of Substantial Completion as stated by Contractor
 - f. Punch List **to be prepared by Owner** of outstanding construction work
 - g. Review **by Owner** of punch list and close-out documents (as-builts, warranty, operation & maintenance)
 - h. GLA to review stock of material for use in maintenance of the building

Phase 2 of the Project is to include the following:

1. Review the 2016 needs Assessment Study prepared by WSM Architects with City of Sedona personnel to extract relevant findings that are applicable to current design requirements— Assessment is to be revised to reflect current police needs and budget limits

2. Gather police department input on existing issues and needs; obtain review comments of updated needs analysis
3. Explore opportunities to expand to the west (into existing office patios) and to the east (into the courtyard and outdoor break area)
4. Investigate source of leaks into existing Garage; prepare solution(s) to address leaks and drainage problems
5. Incorporate sustainable elements into the design solution
6. Devise strategies/phasing to maintain police work flow through the construction activities; incorporate temporary use by Police Department of existing 4,000SF City of Sedona building (to the east) into strategy
7. Prepare Schematic Design solution that meets police department needs while maintaining space that is currently effective
8. Prepare construction cost estimate based upon the Schematic Design solution
8. Revise/refine the Schematic Design solution to reflect Owner input
9. Prepare Contract Documents to delineate construction requirements for the approved design solution
10. Submit Contract Documents to the City for permit review and approval
11. Assist the City with bidding and award of the construction project
12. Construction Administration Services will be as follows:
 - i. Bi-Monthly construction meetings (with agenda, meeting report and action log) plus Field Reports by GLA
 - j. Review **by Owner** of Construction Pay Applications and As-Built documents (monthly)
 - k. GLA to answer requests for information (RFI's) from the contractor
 - l. GLA to review shop drawings and submittals prepared by the contractor
 - m. In cooperation with the Owner's review of construction progress, GLA to prepare a Field Report and determine accuracy of date of Substantial Completion as stated by Contractor
 - n. Punch List **to be prepared by Owner** of outstanding construction work
 - o. **Owner to** review punch list, close-out documents (as-builts, warranty, operation & maintenance)
 - p. GLA to review stock of material for use in maintenance of the building
 - q. GLA to prepare Record Drawings for Phase 1 & 2.

BASICS ARCHITECTURAL AND ENGINEERING SERVICES:

DESIGN

General: The architectural and engineering team (A/E Team) will collaborate with City of Sedona representatives to streamline the Project Schedule and facilitate Owner input. Alternates and contingencies will be established with the completion of this Phase.

The following tasks and deliverables will be provided under this Phase of the Design Services:

1. Schematic Site Plan identifying building expansion (Phase 2 only)
2. Schematic Floor Plan(s), all levels, including: dimensioning; preliminary layouts of furniture and equipment; with tabulation of room areas and types.
3. Schematic Roof Plan(s) identifying materials and drainage (Phase 2 only)
4. Diagrammatic Building Sections (2)
5. Schematic Exterior Elevations of expansion (Phase 2 only)
6. Life Safety Analysis (International Building Code, 2018 edition; **International Fire Code, 2018 edition**).
7. Table of Contents for specifications (CSI divisions 1 through 16).
8. Schematic narrative describing structural systems (Phase 2 only).
9. Schematic narrative describing mechanical systems and sizes (heating, cooling, ventilating and controls).
10. Schematic narrative describing plumbing systems and sizes (domestic water, waste and roof drainage).
11. Schematic narrative describing electrical systems and sizes (power distribution, telecom/data distribution, lighting and controls).
12. Schematic construction cost estimate.

CONTRACT DOCUMENTS

The following tasks and deliverables will be provided under this Phase of the A/E Services:

- Owner Review Comments from the Design Submittal shall be tabulated and addressed.
- Permit-ready, biddable construction documents shall be prepared describing in detail the construction requirements for the architectural, structural, mechanical, plumbing and electrical systems for the Project through the finalization and completion of calculations, reports, plans, documents, details and schedules
- Submit 95% Construction Documents to City of Sedona Development Services Department (Authority Having Jurisdiction) and to the Public Works Department for final review and comment.
- Tabulate and incorporate Review Comments from the 95% Contract Documents to finalize Contract Documents (100%).
- Updated construction cost estimate.
- Obtain Construction Permit(s). All permit fees are to be paid by the Owner.

Below are listed minimum submittal documents required for the **95% Contract Documents (CD) package**:

Architecture:

1. Site Plan indicating sidewalk, curb, fence and other site improvements (showing location and overall dimensions).
2. Building Life Safety Analysis under International Building Code (2018 edition) and the **International Fire Code (2018 edition)**.
3. Floor Plans, all levels, showing:
 - Partition types including fire separation(s)
 - Door and window types and sizes

- 1/8" scale (minimum) furniture and movable equipment layouts
 - Built-ins and fixed equipment shown and noted
 - Dimensioning of walls, placement of doors and windows.
4. Reflected Ceiling Plan(s) identifying ceiling types, heights, light fixtures, mechanical devices and typical details.
 5. Roof Plan(s) identifying roof slopes, roof equipment, access, drainage and typical details.
 6. Exterior Elevations (all planes), identifying materials.
 7. Building Sections to describe building configuration(s).
 8. Wall Sections to describe building construction.
 9. Room finish schedule for all rooms.
 10. Door and Window schedules with types and typical details.
 11. Preliminary interior room elevations, including restrooms showing accessories and ADA dimensioning.
 12. Prepare detailed construction cost estimate.

Structural Engineering (Phase 2 only):

1. Dimensioned Foundation Plan identifying typical floor slabs, footing sizes, reinforcing, structural wall types, and columns.
2. Dimensioned Roof Framing Plans showing:
 - Horizontal and vertical member sizes, sample reinforcing
 - Typical construction details
 - Lateral bracing methods, location
3. Design live and dead loads tabulated for floors and roofs

Mechanical Engineering:

1. Equipment schedules, locations, sizes, types.
2. HVAC distribution including:
 - Supply Air/Return Air
 - Exhaust Air
 - Outside Air requirements and associated calculations.
3. Equipment placement and sizing (rooms, roofs, pads).
4. Description of energy system management controls and operations.
5. Equipment connections and supports - standard details.
6. Preliminary Report, calculations and compliance statement regarding building mechanical system design with ASHRAE/IESNA Standard 90.1.

Plumbing Engineering:

1. Plumbing plans and drawings, including:
 - Fixture schedule, locations
 - Equipment schedule, locations



- Waste and vent riser diagram with types, locations, key sizes
 - Water piping, water heater types and locations
 - Roof drainage system.
2. Water pressure and Fixture Count Calculations.

Electrical Engineering:

1. Power Distribution and Single Line Diagrams to include power distribution equipment, feeder size, equipment schedule and grounding.
2. Load Calculations.
3. Power and Special Systems Plan (power outlets, data/telecommunications pathways and j-boxes)
4. Lighting Plan with fixture types, switch types and locations.
5. HVAC equipment with disconnect and circuit sizing.
6. Preliminary Report, calculations and compliance statement regarding building electrical system design with ASHRAE/IESNA Standard 90.1.

CONTRACT DOCUMENTS (100% CD SUBMITTAL)

1. Owner Review and AHJ Comments from the 95% CD Submittal shall be tabulated and addressed.
2. Permit-ready, biddable construction documents describing in detail the construction requirements for the architectural, structural, mechanical, plumbing and electrical systems for the Project through the finalization and completion of calculations, reports, plans, documents, details and schedules identified in the 95% CD Submittal.
3. Updated construction cost estimate.
4. Obtain Construction Permit(s). All permit fees are to be paid by the Owner.

BIDDING ASSISTANCE:

1. The 100% Contract Documents will be issued by the City of Sedona to interested construction bidders for pricing. The A/E Team will review and address bidder questions via written addenda that will be formally issued by the City of Sedona.
2. GLA will review the bids received by the City of Sedona and provide recommendations on award.

CONSTRUCTION ADMINISTRATION:

1. Construction duration is anticipated to be four (4) months plus a one-month closeout period for Phase 1; seven (7) months plus one-month closeout period for Phase 2. GLA will attend a total of six (6) construction meetings, prepare meeting agendas and sign-in sheets. For each construction meeting, a report will be prepared by GLA summarizing the decisions reached and outstanding items that require further action.
2. Requests for Information (RFI's), maximum twenty (20), from the Project's General Contractors will be reviewed by GLA, either answered or routed to the appropriate GLA consulting engineer and/or City of Sedona Project Manager. Written answers will be timely and returned to the General Contractor with all RFI's and their answers recorded in a GLA prepared log. This log will be reviewed and updated at each construction meeting.

3. Shop drawings and product submittals from the Project's General Contractor will be reviewed by GLA or routed to the appropriate GLA consulting engineer and/or City of Sedona Project Manager. Written reviews will be timely and returned to the General Contractor. All submittals and their reviews will be summarized in a GLA prepared log. This log will be reviewed and updated at each construction meeting.
4. Field Reports:
 - Six (6) architectural field reports will be prepared reviewing the progress of the work, its quality and acceptability.
 - Six (6) mechanical/plumbing/electrical field reports will be prepared reviewing the progress, quality and acceptability of rough-in work, trim work and controls/interoperation.
 - During Phase 2, two (2) structural engineering reports will be prepared reviewing foundation and framing system progress, quality and acceptability.
5. **The Owner** will review the general contractor's monthly pay application for accuracy and acceptability. Included in this review will be a review of the accuracy and completeness of As-Built documentation prepared by the general contractor and its subcontractors.
6. When notified by the general contractor that in its opinion the Project is Substantially Complete, **the Owner** will review the progress of the Work to determine, if in fact, the Project is Substantially Complete. If, in **the Owner's** opinion, the Project is Substantially Complete, **the Owner** will prepare a Certificate of Substantial Completion for the City of Sedona's and the general contractor's signatures.
7. Attached to the Certificate of Substantial Completion will be **the Owner** prepared Punch List identifying outstanding work to be completed by the general contractor. This Punch List will include remaining construction work for architectural and engineering disciplines.
8. **As one of its Field Reports for each phase**, GLA will review the Punch List for completion upon written notice by the general contractor that all Punch List Work is complete. Should outstanding work remain, **the Owner** will note it and request the general contractor complete said outstanding work. Additional inspections will be an additional service.

PROJECT CLOSEOUT:

1. Based upon the general contractor's and its subcontractor's As-Built documentation (red-lines), GLA will prepared Record Drawings to reflect the provided As-Built information. GLA will provide these Drawings using BlueBeam software notations on its Contract Documents in pdf format.
2. GLA will review and comment on completeness of product maintenance data and warranty information supplied by the general contractor and its subcontractors for City of Sedona's operation and maintenance of the facility.



Sedona Police Department Building Renovation
 Sedona, Arizona

Fee Schedule
 6-Nov-19

Sedona Project No. 2020-PD-03 / GLA Project No.19107

Page 1 of 1

PHASE 1

FEE

A. Programming & Design Services

• Project Manager:	20 hours @	\$185.00 per hour.....	\$3,700.00
• Sr. Architect:	12 hours @	\$160.00 per hour.....	1,920.00
• QC/QA Manager	6 hours @	\$110.00 per hour.....	660.00
• Senior Designer:	12 hours @	\$110.00 per hour.....	1,320.00
• Drafting:	40 hours @	\$95.00 per hour.....	3,800.00
• Admin. Support	8 hours @	\$55.00 per hour.....	440.00
• Mechanical, plumbing and electrical engineering.....			1,550.00
		Subtotal.....	\$13,390.00

B. Contract Documents Services

• Project Manager:	24 hours @	\$185.00 per hour.....	\$4,440.00
• Sr. Architect:	20 hours @	\$160.00 per hour.....	3,200.00
• QC/QA Manager	12 hours @	\$110.00 per hour.....	1,320.00
• Senior Designer:	20 hours @	\$110.00 per hour.....	2,200.00
• Drafting:	60 hours @	\$95.00 per hour.....	5,700.00
• Admin. Support	14 hours @	\$55.00 per hour.....	770.00
• Mechanical, plumbing and electrical engineering.....			5,000.00
		Subtotal.....	\$22,630.00

C. Bid/Negotiation Services

• Project Manager:	4 hours @	\$185.00 per hour.....	\$740.00
• Construction Administrator:	8 hours @	\$110.00 per hour.....	880.00
• Drafting:	4 hours @	\$95.00 per hour.....	380.00
• Admin. Support	1 hours @	\$55.00 per hour.....	55.00
		Subtotal.....	\$2,055.00

D. Construction Administration/Close-Out Services

• Project Manager:	12 hours @	\$185.00 per hour.....	\$2,220.00
• Construction Administrator:	30 hours @	\$110.00 per hour.....	3,300.00
• Drafting:	10 hours @	\$95.00 per hour.....	950.00
• Admin. Support	6 hours @	\$55.00 per hour.....	330.00
• Mechanical, plumbing and electrical engineering.....			2,400.00
		Subtotal.....	\$9,200.00

TOTAL..... \$47,275.00



Sedona Police Department Building Renovation
 Sedona, Arizona

Fee Schedule
 6-Nov-19

Sedona Project No. 2020-PD-03 / GLA Project No.19107

Page 1 of 1

PHASE 2

FEE

A. Programming & Design Services

• Project Manager:	80 hours @	\$185.00 per hour.....	\$14,800.00
• Sr. Architect:	48 hours @	\$160.00 per hour.....	7,680.00
• QC/QA Manager	16 hours @	\$110.00 per hour.....	1,760.00
• Senior Designer:	100 hours @	\$110.00 per hour.....	11,000.00
• Drafting:	160 hours @	\$95.00 per hour.....	15,200.00
• Admin. Support	14 hours @	\$55.00 per hour.....	770.00
• Mechanical, plumbing and electrical engineering.....			3,500.00
• Structural engineering.....			2,600.00
		Subtotal.....	\$57,310.00

B. Contract Documents Services

• Project Manager:	80 hours @	\$185.00 per hour.....	\$14,800.00
• Sr. Architect:	40 hours @	\$160.00 per hour.....	6,400.00
• QC/QA Manager	32 hours @	\$110.00 per hour.....	3,520.00
• Senior Designer:	120 hours @	\$110.00 per hour.....	13,200.00
• Drafting:	160 hours @	\$95.00 per hour.....	15,200.00
• Admin. Support	28 hours @	\$55.00 per hour.....	1,540.00
• Mechanical, plumbing and electrical engineering.....			28,500.00
• Structural engineering.....			12,400.00
		Subtotal.....	\$95,560.00

C. Bid/Negotiation Services

• Project Manager:	7 hours @	\$185.00 per hour.....	\$1,295.00
• Construction Administrator:	16 hours @	\$110.00 per hour.....	1,760.00
• Drafting:	6 hours @	\$95.00 per hour.....	570.00
• Admin. Support	3 hours @	\$55.00 per hour.....	165.00
		Subtotal.....	\$3,790.00

D. Construction Administration/Close-Out Services

• Project Manager:	24 hours @	\$185.00 per hour.....	\$4,440.00
• Construction Administrator:	80 hours @	\$110.00 per hour.....	8,800.00
• Drafting:	32 hours @	\$95.00 per hour.....	3,040.00
• Admin. Support	14 hours @	\$55.00 per hour.....	770.00
• Structural engineering.....			2,850.00
• Mechanical, plumbing and electrical engineering.....			7,950.00
		Subtotal.....	\$27,850.00

TOTAL..... \$184,510.00



**CITY COUNCIL
AGENDA BILL**

**AB 2546
November 26, 2019
Consent Items**

Agenda Item: 3d

Proposed Action & Subject: Approval to purchase real property located at 2120 Grasshopper Lane in Sedona for an amount not to exceed \$200,000 and resell the property to Hope House for the development of temporary housing for homeless families with children.

Department	City Manager's Office
Time to Present	N/A
Total Time for Item	
Other Council Meetings	January 22, 2019
Exhibits	<ul style="list-style-type: none"> A. 2120 Grasshopper Purchase Contract B. Purchase Addendum C. Consent to Limited Representation D. Real Estate Disclosure and Election E. 2120 Grasshopper Survey F. Map

City Attorney Approval	Reviewed 11/18/19 SDC	Expenditure Required
		\$ 200,000 (199,000 sales price plus appraisal and closing costs not to exceed \$1,000)
City Manager's Recommendation	Authorize the City to purchase the real property located at 2120 Grasshopper Lane as detailed in the agenda bill.	Amount Budgeted
		\$ 2,000,000 in 12-5246-01-6761 (Affordable Housing Fund – Contingency Budget)
		Account No. To be transferred to (Description) 12-5310-59-6890 (Affordable Housing Fund – Land & Easement Acquisition)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: In January 2019, Council approved Resolution No. 2019-01 authorizing the City to apply for CDBG (Community Development Block Grants) funds for housing and community development activities. In advance of bringing the January 2019 resolution to Council for approval, Community Development staff held a public hearing regarding possible CDBG projects that the City could submit for grant funding. Following the public hearing, the Church of the Red Rocks submitted a request for CDBG funding for Hope House, a non-profit shelter that would provide temporary housing for homeless families and individuals in Sedona.

In January 2019, the City identified the following pros for the Hope House project:

- In recent years homelessness in Sedona has become a higher profile issue with limited resources to address it.
- No such facility exists currently.
- Estimated to benefit 50-100 persons annually.
- The applicant has a proven track record of community involvement and starting successful community service organizations (Verde Valley Caregivers).

At that time the City Council selected the Hope House project to receive the 2019 CDBG allocation. However, as of January 2019, suitable property had not yet been identified for Hope House.

The Hope House team has now identified property located at 2120 Grasshopper Lane in Sedona as a suitable location for the Hope House project. In order to meet the completion timeframe in accordance with the CDBG grant timelines, this project will require the City to purchase the parcel upfront. This could be done using the City's affordable housing funds. Hope House would then purchase the parcel from the City once an environmental review has been completed and the CDBG funds were available (4 to 5 months from now). If the City did not purchase the lot now, the property owner would have to willing to hold the property until the environmental assessments were completed and CDBG funds available. The seller is not willing to hold the property for 4 to 5 months.

The risk to the City is that the project will not successfully move forward, and the City would be left holding the property, or that Hope House may successfully purchase the lot(s) from the City but subsequently fail to complete the project, and the City would have to repay the grant funds. These risks appear low.

The property is currently on the market for \$199,000, and the City has partnered with real estate broker Arizona Prime Real Estate to prepare a draft purchase contract and associated documents, attached hereto at Exhibits A-F. The City proposes to purchase 2120 Grasshopper Lane for a price not to exceed \$199,000, as determined by the property's fair market value, including its appraised value, and resell the property for the same purchase price, plus appraisal fee and closing costs, to Hope House once Hope House has received CDBG pass-through funding.

The City Attorney's Office has opined that reselling the property directly to Hope House is consistent with the City's legal authority in A.R.S. § 36-1401, *et seq.*, which permits a city to directly sell its real property to "provide decent, safe and sanitary urban or rural dwellings, apartments or other living accommodations for persons of low income".

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not purchase the Grasshopper Lane property for Hope House.

MOTION

I move to: authorize the City to purchase the real property located at 2120 Grasshopper Lane in Sedona for an amount not to exceed \$200,000, and to resell the property to Hope House for the development of temporary housing for homeless families with children.

BUYER ATTACHMENTDocument updated:
October 2019

This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Vacant Land/Lot Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. **Read the entire contract *before* you sign it.**
- 2. **Review the Seller's Property Disclosure Statement and other disclosures (See Section 4a and 4b).**
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. **Review the Due Diligence Paragraph (see Section 6a).**

Verify square footage/acreage (see Section 6b)
Verify whether the property is served by city or private sewer and its availability status (see Section 6e); OR
If an on-site wastewater treatment system has been installed on the Property (see Section 6e), AND
If a well has been installed on the Property (see Sections 4d and 6k)
- 4. **Apply for your loan now, if you have not done so already, and provide your lender with all requested information (see Section 2d).**

It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date.
- 5. **Read the title commitment (see Section 3c).**
- 6. **Read the CC&R's, use restrictions, and all other governing documents including design guidelines (see Section 3c), especially if the property is governed by a homeowners association.**
- 7. **Conduct a thorough final inspection (see Section 6o). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at <http://www.aaronline.com>.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

 **Buyer's Check List**

Buyer Attachment • Updated: October 2019
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VACANT LAND/LOT PURCHASE CONTRACT

Document updated:
October 2019



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

- 1a. 1. **BUYER:** City of Sedona
BUYER'S NAME(S)
- 2. **SELLER:** STANLEY L & LINDA M EARL or as identified in section 9c.
SELLER'S NAME(S)
- 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
- 4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: 2120 Grasshopper Lane Zoning: RS-10
- 6. Assessor's #(s): 408-24-052
- 7. City: Sedona County: Yavapai AZ, Zip Code: 86336
IRREG PCL BY M&B LYNG 470' W & 68' S OF E4 COR
- 8. Legal Description: OF & IN N2N2 NE4 S E4 SEC 11 17 5E AP52 392/551 or see attached legal description.
- 1c. 9. \$ 199,000.00 Full Purchase Price, paid as outlined below
- 10. \$ 10,000.00 Earnest money To be deposited directly to escrow
- 11. \$ 189,000.00 Deposited to Escrow 2 Days prior to COE
- 12. \$ _____
- 13. _____
- 1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
- 15. thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer,
- 16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Property, and any existing personal property
- 18. specified herein, shall be included in this sale, including the following:
- 19. _____
- 20. _____
- 21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
- 22. or encumbrances.
- 23. Fixtures and leased items NOT included: _____
- 1f. 24. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 26. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 27. **December** 9th, **2019** ("COE Date"). If Escrow Company or recorder's office is closed on
MONTH DAY YEAR
- 28. COE Date, COE shall occur on the next day that both are open for business.
- 29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available
- 31. funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, 33. subject to the rights of tenants under existing leases, to Buyer at COE or _____ . Broker(s) recommend that 34. the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of 35. pre-possession or post-possession of the Property.
- 1h. 36. **Addenda Incorporated:** Additional Clause Buyer Contingency Domestic Water Well H.O.A. 37. Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale 38. Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land 39. Other: _____
- 1i. 40. **IF THIS IS AN ALL CASH SALE: Buyer shall provide Seller, within five (5) days or NA days after Contract 41. acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the 42. availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.**

2. FINANCING

- 2a. 43. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback 44. _____ 45. (If financing is to be other than new financing, see attached addendum.)
- 2b. 46. **Financing: This sale is is not contingent upon Buyer obtaining a satisfactory financing commitment within Due 47. Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)**
- 2c. 48. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, 49. Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in 50. Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest 51. Money. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW 52. COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER 53. SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE 54. TO FINANCING.**
- 2d. 55. **Pre-Qualification:** If using Conventional, FHA, VA, or USDA financing, a completed AAR Pre-Qualification Form *is* 56. attached hereto and incorporated by reference.
- 2e. 57. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed 58. describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to 59. provide an updated LSU to Broker(s) and Seller upon request.
- 2f. 60. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all 61. additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 62. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 63. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan 64. costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's 65. Concessions.
- 2i. 66. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 67. Pre-Qualification Form if attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make 68. any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain 69. loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 70. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by Buyer Seller 71. Other City of Sedona 72. Appraisal Fee(s) are are not included in Seller Concessions, if applicable.
- 2k. 73. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms 74. and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of 75. partial release.

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- 2l. 76. **Subordination:** If applicable, Seller carryback financing is is not to be subordinated to a construction loan. If Seller
- 77. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
- 78. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
- 79. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE**
- 80. **SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY**
- 81. **HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend
- 82. the parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

- 3a. 83. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the
- 84. terms of this Contract shall be:

85. Pioneer Title Agency Inc. (928) 203-9195
"ESCROW/TITLE COMPANY" PHONE

86. phyllis.vetzel@pioneertitleagency.com
FAX EMAIL

87. 2445 W SR 89A Suite 3, Sedona, AZ 86336
ADDRESS

- 3b. 88. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and
- 89. tax consequences. Buyer is advised to obtain legal and tax advice.

- 3c. 90. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller
- 91. directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete
- 92. and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"),
- 93. including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen
- 94. (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written
- 95. notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy
- 96. showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.
- 97. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way,
- 98. easements and all other matters of record or deed.

- 3d. 99. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and
- 100. address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also
- 101. acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the
- 102. Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for
- 103. any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to
- 104. close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow
- 105. Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees,
- 106. unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all
- 107. parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company
- 108. shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is
- 109. provided, Escrow Company shall record the Affidavit at COE.

3e. 110. Prorations, Expenses and Adjustments:

- 111. *Taxes:* Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available.
- 112. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be
- 113. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
- 114. *Rents, Interest and Expenses:* Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be
- 115. prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
- 116. *Deposits:* All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of
- 117. Buyer at COE or paid to Buyer by Seller at COE.

- 3f. 118. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at
- 119. COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is
- 120. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said
- 121. adjustments.

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- 3g. 122. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with
123. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions
124. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company
125. against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees,
126. arising from or relating in any way to the release of Earnest Money.
- 3h. 127. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of
128. the COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that
129. becomes a lien after COE is the Buyer's responsibility.
- 3i. 130. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete,
131. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant
132. to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign
133. person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an
134. exemption applies.
- 3j. 135. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign
136. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 137. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031
138. or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the
139. exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party
140. incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the
141. advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any
142. liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 143. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to
144. the Buyer within five (5) days after Contract acceptance.
- 4b. 145. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information
146. pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may
147. adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or
148. litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv)
149. financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service
150. contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available,
151. and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control
152. provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into
153. with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
- 4c. 154. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy
155. of any known road maintenance agreement affecting the Property.
- 4d. 156. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared
157. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable,
158. Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller
159. that are associated with the Property.
- 4e. 160. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or
161. knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller
162. is not the subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 163. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State,
164. or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the
165. Property.
- 4g. 166. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or
167. disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 168. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property
169. other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required
170. by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
171. disapproved within five (5) days after receipt of the Affidavit of Disclosure.

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- 4i. 172. **H.O.A. / Condominium / Planned Community:** The Property is is not located within a homeowners' association/ 173. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 174. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the 175. SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or 176. otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior 177. to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of 178. disapproval to Seller.

5. WARRANTIES

- 5a. 179. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the 180. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract 181. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 182. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 183. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the 184. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 185. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE 186. in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants 187. that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic 188. tank or alternative system) is correct to the best of Seller's knowledge.
- 5c. 189. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect 190. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or 191. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts 192. the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property** 193. **except disclosed as follows:** _____ 194. _____

6. DUE DILIGENCE

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 10 days after Contract acceptance 196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect 197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and 198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all 199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; 200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities 201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate 202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any 203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the 204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity 205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free 206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all 207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports 208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and 209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any 210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically 211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer* 212. *Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage:** **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE** 214. **PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE** 215. **FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE** 216. **DILIGENCE PERIOD.**
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due 218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the 219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve 220. the Property.

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6d. 221. Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN
222. WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S
223. INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD. Buyer understands that any fire, casualty, or other
224. insurance desired by Buyer or required by Lender should be in place at COE.

6e. 225. Sewer or On-site Wastewater Treatment System: The Property [] does [x] does not contain an on-site wastewater
226. treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater
227. Treatment Facility Addendum is incorporated herein by reference.

228. IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE
229. BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

230. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6f. 231. Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility: If the suitability of the Property for
232. installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs
233. are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility
234. installation costs within the Due Diligence Period. NOTE: Buyer is advised that the site/soil evaluation is not binding on
235. the State-delegated County agency in any future permitting decision as to the suitability of the design or type of
236. facility for the Property.

6g. 237. LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO
238. STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL
239. REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO
240. THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE
241. NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.

242. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 243. ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A
244. MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.

6i. 245. Survey: A survey [] shall [x] shall not be performed. If to be performed, the survey shall be performed by a licensed
246. surveyor within the Due Diligence Period or _____ days after Contract acceptance.

247. Cost of the survey shall be paid by [] Seller [] Buyer [] Other: _____

248. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
249. Survey Minimum Standards".

6j. 250. Survey instructions are: [] A boundary survey and survey plat showing the corners either verified
251. or monumentation.
252. [] A survey certified by a licensed surveyor, acceptable to Buyer and the Title
253. Company, in sufficient detail for an American Land Title Association ("ALTA")
254. Owner's Policy of Title Insurance with boundary, encroachment or survey
255. exceptions and showing all improvements, utility lines and easements on
256. the Property or within five (5) feet thereof.
257. [] Other survey terms: _____

258. _____
259. _____
260. _____

261. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6k. 262. WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT
263. MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

6l. 264. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE
265. NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE
266. SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO
267. ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE
268. PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING,
269. BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR
270. CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

271. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

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- 6m. 272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of
 273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this
 274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due
 275. Diligence Period items disapproved shall be provided in a single notice.
- 6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other
 277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 280. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
 281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
 283. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any**
 284. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**
 285. **to Buyer three (3) days or _____ days prior to COE Date.**
 286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
 287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
 288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
- 290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
 291. extend response times or cancellation rights.
- 292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
 293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
 294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
 296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
 297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
 298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
 300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If
 301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
 302. become a breach of Contract.
- 7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
 304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative
 305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages
 306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at
 307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of
 308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to
 309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a
 310. material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating
 312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
 313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes
 314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in
 315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to
 316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
 317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
 318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30)
 319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to
 320. resort to court action.
- 7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
 322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
 323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
 324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
 325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

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		<Initials
SELLER	SELLER	

		Initials>
BUYER	BUYER	



Vacant Land/Lot Purchase Contract >>

326. ("lis pendens") or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
327. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 328. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
329. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
330. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

8a. 331. **Buyer and Seller's agree this sale is conditioned on the property appraising for at**
332. **least the purchase price.**
333. _____
334. _____
335. _____
336. _____
337. _____
338. _____
339. _____
340. _____
341. _____
342. _____
343. _____
344. _____
345. _____
346. _____
347. _____
348. _____
349. _____
350. _____
351. _____
352. _____
353. _____
354. _____
355. _____
356. _____
357. _____
358. _____
359. _____
360. _____

8b. 361. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or
362. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the
363. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase
364. price, either Seller or Buyer may elect to cancel the Contract.

8c. 365. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 366. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 367. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations
368. described herein.

>>

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<Initials	
SELLER	SELLER

Initials>	
BUYER	BUYER



Vacant Land/Lot Purchase Contract >>

- 8f. 369. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed
370. by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously
371. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE.
372. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE
373. FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF
374. REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 375. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original
376. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other
377. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein.
378. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 379. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and
380. end at 11:59 p.m.
- 8i. 381. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event
382. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance
383. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the
384. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e.,
385. if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).
- 8j. 386. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller
387. and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a
388. writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this
389. Contract.
- 8k. 390. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands
391. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 392. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by
393. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become
394. effective immediately upon delivery of the cancellation notice.
- 8m. 395. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in
396. writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic
397. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as
398. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 399. **Earnest Money:** Earnest Money is in the form of: Personal Check Other Deposited directly to Escrow
400. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be
401. deposited with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required
402. closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be
403. construed as a material breach of this contract and all earnest money shall be subject to forfeiture.
- 8o. 404. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY**
405. **BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE**
406. **CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL**
407. **PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL**
408. **REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER**
409. **RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**
410. **(BUYER'S AND SELLER'S INITIALS REQUIRED)**
SELLER SELLER BUYER BUYER
- 8p. 411. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and
412. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q
413. by November 26, 2019 at 7 a.m. / p.m., Mountain Standard Time. Buyer
414. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this
415. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.
416. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE
417. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

>>

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	<Initials		Initials>	
SELLER	SELLER			BUYER BUYER



Vacant Land/Lot Purchase Contract >>

8q. 418. Broker on behalf of Buyer:

419. Mike Wise 13334 SA578505000
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. Arizona Prime Real Estate 78
PRINT FIRM NAME FIRM MLS CODE

421. 1575 W. SR 89A Ste. C Sedona AZ 86336 LC625347001
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

8r. 422. (928) 301-9631 (928) 282-1176 wiseguys50@msn.com
PREFERRED TELEPHONE FAX EMAIL

423. **Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):**

8s. 424. the Buyer; the Seller; or both the Buyer and Seller

425. **The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.**

427. _____ MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR
City of Sedona

428. 102 Roadrunner Dr _____
ADDRESS ADDRESS

429. Sedona, AZ 86336 _____
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 430. Broker on behalf of Seller:

431. Mike Wise 13334 SA578505000
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

432. Arizona Prime Real Estate 78
PRINT FIRM NAME FIRM MLS CODE

433. 1575 W. SR 89A Ste. C Sedona AZ 86336 LC625347001
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

434. (928) 301-9631 (928) 282-1176 wiseguys50@msn.com
PREFERRED TELEPHONE FAX EMAIL

9b. 435. **Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):**

436. the Seller; or both the Buyer and Seller

9c. 437. **The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.**

439. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.
440. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

441. _____ MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

442. STANLEY L & LINDA M EARL _____
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

443. _____
ADDRESS ADDRESS

444. _____
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

OFFER REJECTED BY SELLER: _____ , _____ , _____ (SELLER'S INITIALS)
MONTH DAY YEAR

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR



ADDENDUM 1

Document updated:
June 1993



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. This is an addendum originated by the: Seller Buyer Landlord Tenant.
2. This is an addendum to the Contract dated November 26, 2019 between the following Parties:
MO/DA/YR
3. Seller/Landlord: STANLEY L & LINDA M EARL
4. Buyer/Tenant: City of Sedona
5. Premises: 2120 Grasshopper Lane, Sedona, AZ 86336
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. Buyer and Seller's agree that this contract is subject to the property appraising at
8. least for the purchase price. Should property not appraise for at least the purchase
9. price Buyer and Seller's agree that either party may cancel this contract upon written
10. notice.
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____
41. _____
42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43. _____
44. Seller Buyer MO/DA/YR Seller Buyer MO/DA/YR
45. Landlord Tenant Landlord Tenant
46. _____
47. Seller Buyer MO/DA/YR Seller Buyer MO/DA/YR
48. Landlord Tenant Landlord Tenant

49. **For Broker Use Only:**
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
 MO/DA/YR

Addendum • Updated: June 1993 • Copyright © 1993 Arizona Association of REALTORS®. All rights reserved.



CONSENT TO LIMITED REPRESENTATION ("CONSENT")

BROKER REPRESENTS BOTH SELLER AND BUYER OR BOTH LANDLORD AND TENANT

Document updated:
December 2002



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- 1. Buyer/Tenant ("Buyer"): City of Sedona
- 2. Seller/Landlord ("Seller"): STANLEY L & LINDA M EARL
- 3. Subject Property: 2120 Grasshopper Lane, Sedona, AZ 86336
- 4. Firm Name ("Broker"): Arizona Prime Real Estate

5. **Consent:** Buyer and Seller consent that Broker, acting through the Licensee(s) named below, will represent both parties in the transaction.

6. One Licensee: Mike Wise
(NAME)

7. Two Licensees: _____, who, through the Broker, has been representing the Buyer;
(NAME)

8. and _____, who, through the Broker, has been representing the Seller.
(NAME)

9. **Duties and Limitations:** The Broker now represents both Buyer and Seller and both parties understand that neither Broker nor Broker's Licensee(s) can represent the interests of one party to the exclusion or detriment of the other party. The parties understand and further consent to the following:

12. a) The Licensee or each Licensee represents both the Buyer and the Seller with limitations of the duties owed to the Buyer and the Seller, such as:

- 14. 1) The Licensee(s) will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered;
- 16. 2) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve each Licensee of any legal obligation to disclose all known facts which materially and adversely affect the consideration to be paid by any party to the transaction.
- 19. 3) Pursuant to A.R.S. §32-2156, Sellers, Lessors and Broker/Licensee(s) are not obligated to disclose that the Subject Property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.
- 23. b) The Licensee(s) shall exercise reasonable skill and care in the performance of their duties.
- 24. c) The Licensee(s) shall be obligated at all times to deal honestly with all parties.
- 25. d) The duties of the Licensee(s) in this transaction do not relieve the Seller or the Buyer from the responsibility to protect their own interests.

26. **Compensation:** Compensation to the Broker shall be paid pursuant to separate agreement(s).

27. **Prior Agreements:** Seller and Buyer understand this Consent does not replace prior agreements entered into with Broker and such agreements shall remain in effect. However, to the extent that the terms of this Consent contradict or conflict with the terms of prior agreements, this Consent shall supersede.

30. **Termination:** If the Seller and Buyer do not enter into a contract relating to the Subject Property or if the transaction between the Seller and the Buyer fails to close, the parties agree that this Consent is terminated, and the parties shall have no further rights or obligations pursuant to this Consent.

33. **Indemnification:** Seller and Buyer agree to indemnify and hold Broker harmless against any and all claims, damages, losses, expenses or liabilities including attorneys' fees and costs incurred by Broker in any defense thereof arising from Broker's role of limited representation.

36. THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ, UNDERSTOOD AND APPROVED THIS CONSENT AND ACKNOWLEDGE RECEIPT OF A COPY.

38. _____ MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR
^ BUYER'S SIGNATURE City of Sedona

39. _____ MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR
^ SELLER'S SIGNATURE STANLEY L & LINDA M EARL

Consent to Limited Representation ("Consent") • Updated: December 2002
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REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
January 2009



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1. Firm Name ("Broker") Arizona Prime Real Estate
2. acting through Mike Wise hereby makes the following disclosure.
LICENSEE'S NAME

DISCLOSURE

- 3. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.
- 6. I. Buyer's Broker: A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:
 - 9. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
 - 10. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.
- 12. II. Seller's Broker: A broker under a listing agreement with the Seller acts as the broker for the Seller only:
 - 13. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
 - 14. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 15. III. Broker Representing both Seller and Buyer (Limited Representation): A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
 - 19. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.
 - 21. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.
- 23. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 30. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.

ELECTION

- 33. Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
 - 34. represent the Buyer as Buyer's Broker.
 - 35. represent the Seller as Seller's Broker.
 - 36. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.
- 39. Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
 - 40. represent the Buyer as Buyer's Broker.
 - 41. represent the Seller as Seller's Broker.
 - 42. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

45. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
46. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

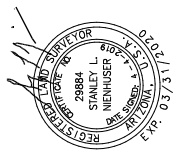
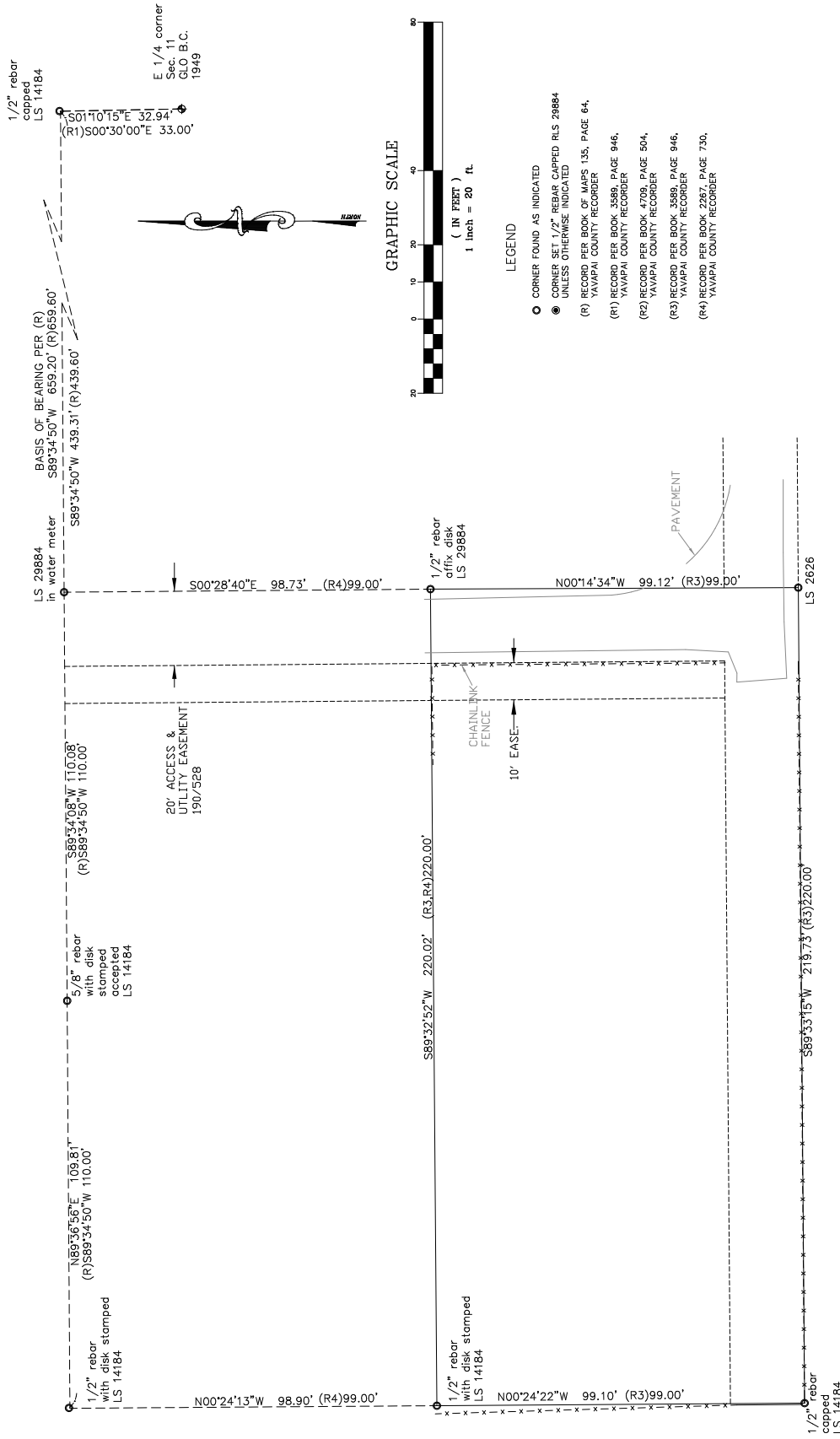
47. City of Sedona
^ PRINT NAME ^ PRINT NAME

48. ^ SIGNED MO/DA/YR ^ SIGNED MO/DA/YR



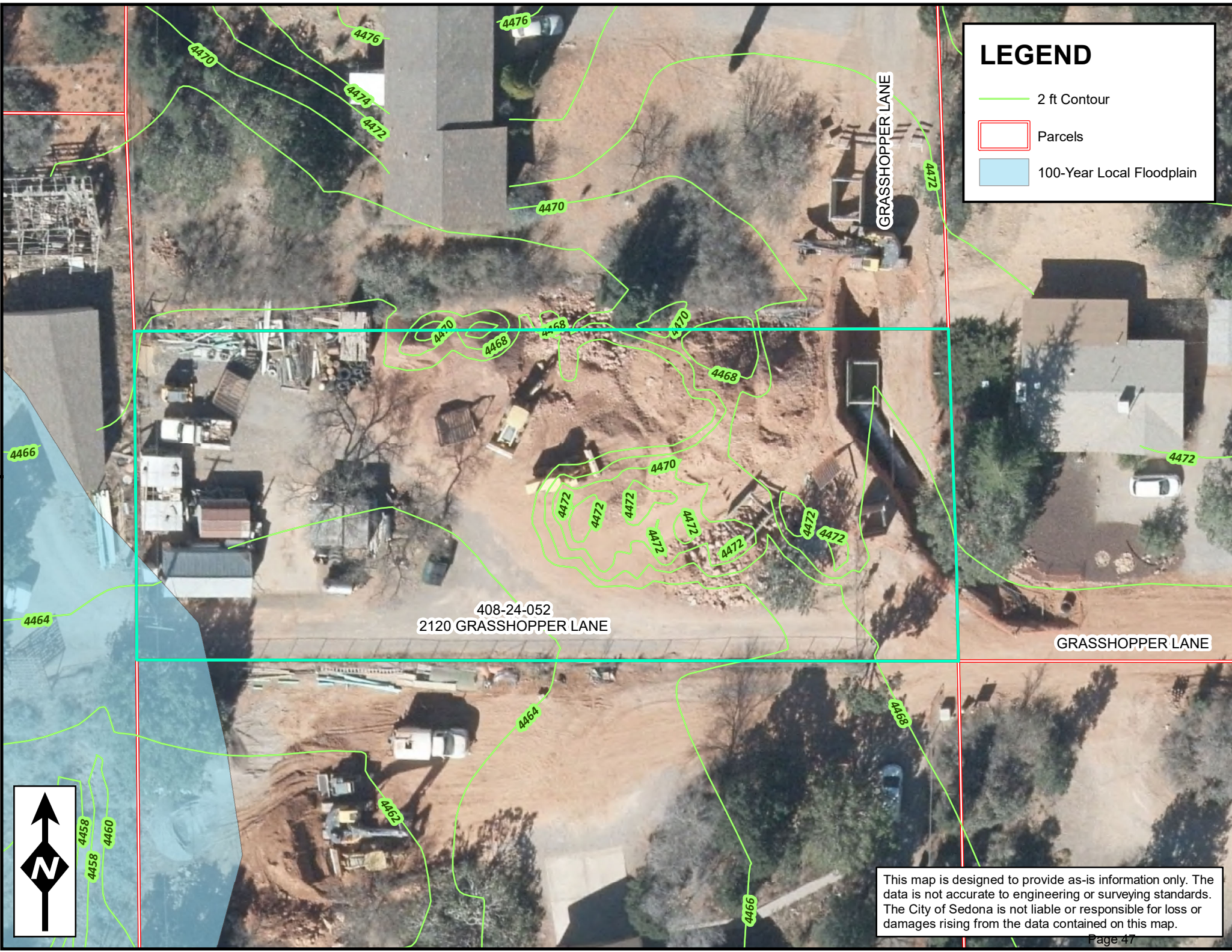
RECORD OF SURVEY

PARCELS BEING A PARCEL AS DESCRIBED
 BOOK 3589, PAGE 946, Y.C.R.,
 LOCATED IN THE SE 1/4, SECTION 11, T.17N., R.5E.,
 G&SRB&M, YAVAPAI COUNTY, ARIZONA



I hereby certify that the survey as shown was performed under my supervision. The corners are of the character shown and occupy the positions shown. This does not purport to verify any ownership.

ARIZONA LAND SOLUTIONS	
<i>Land Surveying</i>	
2673 N. OAKMONT, FLAGSTAFF, AZ (928)773-9204(928)527-9249	
Client EARL	Drawn SN
Date 4/4/19	Job 19-034
	Checked
	Revised



LEGEND

- 2 ft Contour
- Parcels
- 100-Year Local Floodplain



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 rising from the data contained on this map.



**CITY COUNCIL
AGENDA BILL**

**AB 2542
November 26, 2019
Appointments**

Agenda Item: 4a
Proposed Action & Subject: Discussion/possible action regarding the reappointment and appointment of Planning & Zoning Commissioners.

Department City Clerk
Time to Present 2 minutes
Total Time for Item 5 minutes
Other Council Meetings N/A
Exhibits A. Applications

City Attorney Approval	Reviewed 11/18/19 SDC	Expenditure Required	
		\$ 0	
City Manager's Recommendation	N/A	Amount Budgeted	
		\$ 0	
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The Planning & Zoning (P&Z) Commission advertised seeking applicants to fill three (3) open seats on the Commission with an application deadline of September 17, 2019. The vacancies were the result of the resignation of Randall Barcus effective September 18, 2019 and the expiration of terms for Kathy Levin and Eric Brandt on October 31, 2019. Both incumbents applied for reappointment, and five (5) additional applications were received for these vacancies for a grand total of seven (7).

The Selection Committee made up of Mayor Sandy Moriarty, Vice Mayor John Martinez, and Vice-Chair Kathy Kinsella interviewed the five (5) new applicants on November 6, 2019 and reviewed the applications of the two incumbents. The delay in conducting interviews was caused because the Vice-Chair resigned from the P&Z Commission, and the Chair was up for reappointment. A new Vice-Chair was not appointed until October 15th, and interviews could not be conducted until a Vice-Chair was available.

The Selection Committee unanimously recommended the reappointment of incumbents Kathy Levin and Eric Brandt, along with the appointment of Peter Furman to seats on the Planning & Zoning Commission. The terms for all appointees will begin immediately. Peter Furman's term will end on October 31, 2021 (the expiration date of Randall Barcus' term) or until a successor

is appointed, whichever is later. The incumbents' terms will end on October 31, 2022 or until a successor is appointed, whichever is later.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council may request that the vacancies be reposted.

MOTION

I move to: appoint Peter Furman to the Planning & Zoning Commission with a term beginning immediately and ending October 31, 2021 or until a successor is appointed, whichever is later and to reappoint Kathy Levin and Eric Brandt to the Planning & Zoning Commission with terms beginning immediately and ending October 31, 2022 or until successors are appointed, whichever is later.

SEP 16 2019

CITY OF SEDONA
CITY CLERK'S OFFICE



PLANNING AND ZONING COMMISSION APPLICATION

**READ THE FOLLOWING INSTRUCTIONS CAREFULLY
BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY
IN INK ONLY.**

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

**A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL
INFORMATION REQUESTED ON THE APPLICATION.**

Resume Attached: Yes No

**All information submitted in this application is public information and subject to
disclosure in response to a public records request.**

APPLICANT'S NAME: James J. Jaksa

MAILING ADDRESS: Sedona, Arizona 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: Sedona, Arizona 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ Work: _____ Cellular: _____

EMAIL: _____

Are there any days you will not be available for an interview?

September 25, 26, 27, 30 October 1, 2, 3, 4

Sedona residency is a requirement to serve on the Planning and Zoning Commission.

Do you live within the incorporated boundaries of the City of Sedona? Yes No

If so, for how many years? 1.25 full time

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes No If so, for which board/commission and for what length of term?

In answering the following questions, if more space is required, please attach a separate sheet of paper.

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

Licensed architect; AZ, IN, MI. Licensed Real Estate Broker; IN. Work for a bank, managing over 70 facilities managed site selection, design, necessary planning review and variance requirements for 11 new banking facilities and, in addition, major renovations to 14 banks including three in historic districts. Served on Michigan City, IN Port Authority board, Naperville, IL Historic Sites Commission, Salvation Army Advisory Board, and an all girl's High School Academy school board. Served as an officer on several of the boards.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

Knowledge and experience presenting and working with city planners, planning departments, commissions and various BZAs,

Listening, objectiveness, negotiating, integrity and civility.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

Making decisions on conditional use permits and development review applications. Advise on land use, growth and development issues. Make recommendations to city council on community plan (annual) and 10 - year updates.

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

Presenting projects in historic districts, with storm water / drainage and environmental issues.

Working for a bank on new / remodel projects, economics is always an issue as are aesthetics with signage and branding the buildings.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

Sedona has limited, economically developable land, rather strict aesthetic ordinances and traffic issues. Seems many Sedona residents are at odds with developers and tourists and want to turn the clock back to when they first visited / moved to Sedona.

What do you hope to accomplish as a Planning and Zoning Commission member?

To shed some expertise, as an architect and real estate broker, in addition to personal experiences with various planning and zoning commissions; hopefully offering acceptable solutions.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

Yes

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

Yes

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

Community Plan is goals and policies for future growth and development. The community's vision and priorities.

Land Development Code is a tool for preserving Sedona's scenic beauty and unique character .

The Design Review Manual includes supporting materials to the Land Development Code including submittal requirements, design guidelines and technical engineering standards.

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

My decisions will be based on facts, submitted information, written and approved ordinances and codes and the Community Plan. Am very open to hearing and considering interpretations different from mine, as a commissioner should.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

Recuse myself from a vote to approve / not approve the proposal.

STEVEN A. HALE

ATTORNEY AT LAW

MICHIGAN CITY, INDIANA 46360

September 16, 2019

Re: James J. Jaksa
Letter of Recommendation

To whom it may concern:

James J. Jaksa has asked me to provide you with a personal recommendation and I have enthusiastically agreed to write this letter. I would be pleased to provide more detail in a phone conversation if you feel that it would be helpful to you.

I am an attorney practicing law in Michigan City, Indiana in the real estate and general business fields for well over 30 years and I have known Jim for many years, professionally and personally. I feel well-qualified to provide the very highest recommendation for Jim Jaksa.

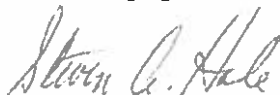
Through his earlier employment with Standard Oil, and especially through his more recent employment with Horizon Bank, Jim has been primarily engaged in real estate matters. I know Jim acted as the leader of dozens of petitions and requests before governmental agencies while working for Horizon Bank. On an individual level, I had the opportunity to work with Jim as his attorney in over two dozen real estate purchases/sales. Through our collaboration, we were able to obtain favorable real estate investment results for Jim and his family.

Mr. Jaksa and I attended countless city board and council meetings and BZA and Plan Commission hearings. Mr. Jaksa has demonstrated to me the ability to quickly grasp the essential issues in zoning and building code matters. This is a rare skill and I can state, without qualification, that Mr. Jaksa would immediately grasp the issues that the Sedona Planning and Zoning Commission will face in the future.

With such an extensive close working relationship with Jim Jaksa for over fifteen years, I feel well qualified to assess his candidacy for a position on the Sedona Planning and Zoning Commission. As outlined above, I have found Mr. Jaksa to be extremely knowledgeable, always prepared, terrifically competent and hard working. More important, I found him to be principled, honest and reliable.

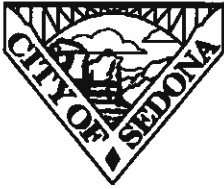
From my own, personal observation over fifteen (15) plus years, I am happy to attest to Jim's credentials, expertise and professionalism. I consider Mr. Jaksa to be a person of the highest knowledge, experience and moral character and I recommend him to you with no hesitation.

Sincerely yours,

A handwritten signature in cursive script that reads "Steven A. Hale".

Steven A. Hale

SAH/kw



PLANNING AND ZONING COMMISSION APPLICATION

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**A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL
INFORMATION REQUESTED ON THE APPLICATION.**

Resume Attached: Yes No

**All information submitted in this application is public information and subject to
disclosure in response to a public records request.**

APPLICANT'S NAME: Peter J. Furman

MAILING ADDRESS: Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** _____ **Cellular:** _____

EMAIL: _____

Are there any days you will not be available for an interview?

9/20/19 - 9/29/19

Sedona residency is a requirement to serve on the Planning and Zoning Commission.

Do you live within the incorporated boundaries of the City of Sedona? Yes No

If so, for how many years? 1.5 years

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes No If so, for which board/commission and for what length of term?

PSPRS until 7/31/2022. ELOWG until January 2020

In answering the following questions, if more space is required, please attach a separate sheet of paper.

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

I am an engineer by training (MS, Mechanical Engineering from University of Illinois). In addition to working as an engineer for many years, I served as Chief of Staff to the San Jose, CA Mayor from 2007-2014. I am experienced and comfortable reading and understanding complex technical information and in reading public reports. I am familiar with planning and zoning issues, having been involved in many items during my San Jose years.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

I approach problems by reading and listening as much as possible to learn the issues, enabling a positive contribution to the conversation. I am perceived by people as being trustworthy and respectful to team members.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

P&Z Commission members are there as representatives of the community and work to advise the City Council on planning and zoning issues. They must understand and apply the zoning code and the intent expressed in the general plan.

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

As Chief of Staff to the San Jose, CA Mayor, I supervised staff members who's duties included tracking the San Jose P&Z Commission. I understand the jobs/housing balance needs of development projects. I've worked with community groups who were concerned about traffic, parking, density, property values, environmental, and other issues related to development projects. I have read and understand zoning regulations and worked with staff and mayor/council on changes/updates to the San Jose General Plan and it's zoning regulations.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

Sedona is currently facing issues regarding Short Term Rentals, traffic, and workforce housing. In-fill development brings particular challenges. Environmental/sustainability goals are becoming more important to residents. Acknowledging and balancing the benefits/costs from our robust tourism economy is becoming increasingly important.

What do you hope to accomplish as a Planning and Zoning Commission member?

I will strive to become known as a thoughtful and insightful member of the P&Z Commission. I am interested in helping Sedona move forward in solving issues with Short Term Rentals, Workforce Housing, tourism related traffic issues, walkability, and sustainability.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

Yes

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

Yes

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

The Sedona Community Plan is Sedona's General Plan, as required by State law. It is the expression of the community's goals and policies for future growth and development. The State of Arizona requires communities to have a long-range general plan that is updated every 10 years. State law also requires a community to have zoning ordinances that further clarify the plans aspirations. These zoning ordinances are incorporated in Sedona's Land Development Code. Sedona's Design Review Manual give further specificity and supports the LDC including submittal requirements, design guidelines, and technical engineering standards.

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

I will read the staff reports, refer to the Community Plan and applicable zoning codes, ask clarifying questions, make a site visit if needed, participate in the P&Z discussions and will follow the Community Plan and zoning regulations in making a decision.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

I will follow the Community Plan and applicable zoning codes.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

PETER J. FURMAN

Sedona, AZ 86336

PROFESSIONAL EXPERIENCE

Retired

Jul 2016 - Present

- Appointed in August 2018 to a four year term as the public member on the Sedona Public Safety Personnel Retirement Board
- Appointed in August 2019 to the Sedona Expenditure Limitations Options Working Group. Authorized by City Council to explore budget setting options for the City of Sedona
- Qualified for and participated in the US National Senior Olympics for cycling in 2017, 2019

Executive Director of Retirement Security Initiative (RSI)

Jan 2014 - Jun 2016

RSI is a 501(c)4 formed to advocate for public sector pension reform.

- RSI was formed to create a platform for former San Jose Mayor Chuck Reed and former Utah State Senator Dan Liljenquist to continue their advocacy at the national, state, regional, and local levels for fair and sustainable public sector pension reform
- Established legal entity, recruited three prominent and nationally known public figures to serve on the Board of Directors, authored business plan and marketing materials, created business name, logo, website, and secured multi-year funding
- Coordinated and supported the consulting activities of Mayor Reed and Senator Liljenquist
- Led search for and recruited a permanent CEO for RSI

Chief of Staff, Office of the Mayor, San Jose California

Jan 2007 - Dec 2014

San Jose is the 10th largest city in the USA, and the 3rd largest in California, and is often referred to as the Capital of Silicon Valley

- Reporting directly to San Jose Mayor Chuck Reed and responsible for daily operations of the office
- Manage and supervise a team of 20 (five senior-level, eleven entry- or mid-level analysts, four unionized administrative professionals)
- Maintained working knowledge of the legal, policy, and political dimensions of a wide variety of issues; including budget and tax, job creation, housing and social services, public safety
- Responsible for setting annual direction for \$3B annual budget (capital, general, and special funds) including an \$900M General Fund
- Leadership role for specific policy initiatives: open government practices, fiscal reform, reorganizing the San Jose Redevelopment Agency, revising card club regulations, medical marijuana land use and operating regulations

Campaign to Elect Chuck Reed for San Jose Mayor

Nov 2005 – Dec 2006

Served a variety of roles including fundraising, event coordination, debate preparation and rehearsal, policy research, campaign material preparation

Director of Sales and Marketing, AeroMet Corporation

Jan 2005 – Sep 2005

AeroMet Corp. – Minneapolis, MN. A seven year old advanced technology company making Titanium aircraft parts using a laser additive manufacturing process

- Brought in to help parent company (MTS Systems) analyze business potential and make a decision whether to continue operations
- Created an investment plan to shift company from R&D to profitable manufacturing
- Refocused the marketing and sales strategy to address strategic opportunities
- Designed and implemented an opportunity management and reporting system
- Won a \$570K production contract, the company's first non-R&D order

President and CEO, Appteric Technologies Inc.

May 2004 – Jan 2005

Appteric Inc. – San Jose, CA. A start-up manufacturers’ representative and service bureau for high-value, high-tech capital equipment products for advanced manufacturing and physical testing. Specialists with complex, highly technical products and technologies whose presentation requires a deep and superior knowledge of material sciences processes and behaviors

- Created business concept and recruited business partner
- Established legal entity (S-Corp), authored business plan and marketing materials, created business name and logo
- Product lines included nanoindentation (materials property characterization on nano-scale), friction stir welding (aircraft grade aluminum, rivetless, joining process), titanium additive laser vapor

Director of Product Strategy, MTS Systems Corporation

2003-2004

MTS Systems Corporation – Minneapolis, MN. A pioneer in precision force and motion control, MTS provides products that determine the mechanical behavior of materials, products and structures. These solutions include computer-based testing and simulation systems, modeling and testing software, and consulting services. Highly technical and complex sales that require detailed customer interaction and typically have a long sales cycle.

- Leader of the LPO Initiative, a key business initiative to rationalize existing offerings and develop new product platforms that leverage common modules; expected results include increased speed to market with more flexible, affordable solutions
- Defined initiative strategy, engaged key executives and managers in setting a multi-generational plan to implement modularization across multiple markets and product lines
- Led cross-functional Core Team comprising Sales, Marketing, Product Management, Engineering, Manufacturing, Purchasing, Service, and Finance for initial modularization effort
- Developed a comprehensive communication strategy with targeted staff-level and company-wide presentations and intranet information site
- Secured \$4M funding for Phase I project
- Senior management role, reported to Executive Vice President

Senior Account Manager, MTS Systems Corporation

2000-2003

Only U.S. Account Manager responsible for entire MTS product line in multiple market segments (Ground Vehicles, Aerospace, Materials)

- Far exceeded sales plan in two consecutive years (176% in FY02, 137% in FY03)
- Met 2004 sales goals (largest in company) in first six months of FY04 before being promoted to new position
- Key Account Manager for Boeing, Lockheed Martin, Cessna, and Alcoa
- Closed MTS’ first sale to Boeing Integrated Defense Systems (St. Louis) structural test lab, fulfilling the Boeing account strategy I conceived and initiated 12 years earlier as Market Niche Manager
- Awarded Sales Engineer of the Year in 2002, 2003

Outdoor Educator, Multiple Organizations

1999-2000

Senior Program Manager, MTS Systems Corporation

1995-1999

Product Manager, MTS Systems Corporation

1993-1995

Aerospace Market Niche Manager, MTS Systems Corporation, Aerospace Division

1991-1993

Applications Engineer, MTS Corporation, Vehicle Dynamics Division

1989-1991

Applications Engineer, MTS Corporation, Modeling, Analysis and Design Division

1988-1989

Advanced Analytical Methods Engineer, Garrett Turbine (Phoenix, Arizona)

1985-1988

EDUCATION

- M.S. Mechanical Engineering (Fatigue and Fracture Behavior of Materials), University of Illinois, Urbana, 1985
- B.S. General Engineering, University of Illinois, Urbana (minor in Engineering Administration), 1982

SEP 16 2019

CITY OF SEDONA APPLICATION OFFICE



PLANNING AND ZONING COMMISSION APPLICATION

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A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL INFORMATION REQUESTED ON THE APPLICATION.

Resume Attached: Yes No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Daniel Wiencek

MAILING ADDRESS: Sedona AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: Saedona AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** _____ **Cellular:** _____

EMAIL: _____

Are there any days you will not be available for an interview?

No

Sedona residency is a requirement to serve on the Planning and Zoning Commission.

Do you live within the incorporated boundaries of the City of Sedona? Yes No

If so, for how many years? 2 Mos

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes No If so, for which board/commission and for what length of term?

In answering the following questions, if more space is required, please attach a separate sheet of paper.

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

I served in various positions for the City of Powell Ohio during the last 20 years. Parks and Recreation Advisory Board, Planning and Zoning Commission, Board of Zoning Appeals, City Council and Mayor. In those roles I participated as a member of ad hoc committees reviewing traffic/byway planning, finance committee, multi-use pathway planning, downtown revitalization, annexations etc.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

I learned over the years that it important that each of the stakeholders have the opportunity to express their views and, most importantly, feel that their voice has been heard. To the extent that it is possible within the guidance provided by the comprehensive plan and the limitations set forth in the zoning/building codes, a plan can often be modified to mitigate the concerns being raised without placing an undue burden on the developer. While there have been jokes about plans developed by committee, I have found that the combined perspective of many inputs has generally produced a better outcome than the original proposal.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

In the strictest sense, it is the responsibility of P and Z to ensure that the zoning and building requirements are being met. However, it has been my experience that staff will speak to the letter of the code. I believe that the members of the commission are ultimately responsible to ensure that the approved plan is the best possible solution. Commission members, in response to their own experience and following input from the community have the opportunity to improve development plans by providing alternatives that a developer may not have considered.

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

The community where I served, Powell OH, is in many ways similar to Sedona. We experienced significant growth during my tenure, growing from a small bedroom community of about 5000 to almost 15,000 over the course of the last 20 years. There was only one, two lane road for East-West travel and we were located between two major destinations, The Columbus Zoo and Polaris Regional Shopping and Business District, Traffic was and remains the biggest concern. We have a highly engaged, well educated citizenry who are concerned about the impacts of new development on property value, traffic and community. Balancing a desire to retain a small town atmosphere while coping with development and issues beyond our borders.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

Not having been intimately involved with development issues within the City, nor a long time resident I would not presume to have a properly educated response to this question. I can speak only to what I have experienced.

As with most residents, traffic congestion is an issue I know the City faces. Where possible, mitigation efforts should be encouraged. For example, the interconnection of parking facilities between businesses. Are the traffic lights on 89A synchronized; if not perhaps they should be.

I believe the City must find a way encourage housing options that support a broader spectrum of incomes. The people who work in Sedona should have the opportunity to live and spend their income in the City.

What do you hope to accomplish as a Planning and Zoning Commission member?

I feel that my work on the P and Z is the opportunity to have a lasting impact on my new (and final) home, so that future generations can benefit from good stewardship of the current generation.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

Absolutley.

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

I reviewed the Community plan and LDC. I visited the Design Review Manual as part of a remodel of my home.

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

The SCP is more aspirational and provides an overarching vision. It guides long term planning and thinking. The LDC speaks to specific requirements of the zoning code such as density, setbacks, roads and infrastructure. The Design review manual covers the actual building and landscaping requirements such as color, architectural elements

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

I will be thoroughly familiar with the relevant application and the codes that cover it. I will ask questions of staff and the developer that will clarify and address questions or concerns. I will listen to the concerns of stakeholders at public meetings. I will request changes that address any issues that may surface.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

As noted above, I would seek education on any issue I may not be familiar with. I would endeavor to have the developer address my concerns. I would seek advice from staff, including legal counsel as to the limitations set on my decision making. If I felt that my concerns were within my purview, I may oppose the proposal with an explanation of why I was in opposition. If I felt that my concerns were not within my purview I may support the proposal with an explanation of my concerns. This is difficult to answer in the hypothetical.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona, Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

PLEASE NOTE THAT I HAVE OWNED MY HOME SINCE MARCH, 2017. WE MOVED HERE FULL TIME ON 7/1/19.

SEP 16 2019



PLANNING AND ZONING COMMISSION APPLICATION
CITY OF SEDONA
CITY CLERK'S OFFICE

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INK ONLY.**

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

**A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL
INFORMATION REQUESTED ON THE APPLICATION.**

Resume Attached: Yes No

**All information submitted in this application is public information and subject to
disclosure in response to a public records request.**

APPLICANT'S NAME: BONNIE K. BUSSARD

MAILING ADDRESS: _____
(Street or P.O. Box) (City) (State) (Zip)
SEDONA AZ 86336

HOME ADDRESS: _____
(Street or P.O. Box) (City) (State) (Zip)
SEDONA AZ 86336

PHONE: Home: _____ **Work:** _____ **Cellular:** _____

EMAIL: _____

Are there any days you will not be available for an interview?

OCTOBER 16 - 29 , NOVEMBER 29 - DECEMBER 9

Sedona residency is a requirement to serve on the Planning and Zoning Commission.

Do you live within the incorporated boundaries of the City of Sedona? Yes No

If so, for how many years? 1 1/2 YRS FULLTIME , 1959 - 2016 PART TIME

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes No If so, for which board/commission and for what length of term?

In answering the following questions, if more space is required, please attach a separate sheet of paper.

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

BSCCE - CIVIL ENGINEERING MICHIGAN STATE UNIVERSITY

TRANSPORTATION
MS - MSU - TRANSPORTATION

34 YRS AS REGIONAL MGR MICHIGAN DEPT OF TRANSPORTATION
(PLANNING, MULTIMODAL, CONSTRUCTION, ROW, MAINTENANCE)

REFERENCES UPON REQUEST

WORKED IN PUBLIC SECTOR W/ PROBLEM IDENTIFICATION AND SOLVING
BUDGET PREPARATION
PUBLIC SPEAKING (OVER.)

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

HAVING WORKED IN THE PUBLIC SECTOR I HAVE THE ABILITY TO

IDENTIFY ISSUES
COMMON GOALS

WORK AS A TEAM - CONFLICT RESOLUTION
EXPERIENCE PUBLIC SPEAKING

MOST IMPORTANT - I AM A GOOD LISTENER
GOOD AT COLLECTING FACTS

EXPERIENCE AT PRESENTING FACTS
GOOD WRITTEN AND VERBAL SKILLS

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

WORKING W/ SEDONA GOVERNMENT, PUBLIC CITIZENS (HOMEOWNERS
AND BUSINESSES) TO COME TO CONSENSUS ON COMMON ISSUES.

SET DIRECTION FOR THE FUTURE, MAKE POLICY FAIR TO ALL
BE AVAILABLE FOR INFORMATION GATHERING, MEETINGS (GENERAL AND
IDENTIFY ISSUES TO BETTER COMMUNITY (ONE ON ONE)
PRIORITIZE ISSUES

SET VISION FOR FUTURE

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

34 YEARS - ESTABLISHING PRIORITIES FOR PROJECT, FUTURE
STRATEGIES, DECIDING ON IMPACTS OF MAJOR CONSTRUCTION PROJECTS

BALANCING NEEDS OF ALL PARTIES

EXPERIENCE TROUBLE SHOOTING, CONSENSUS ON ISSUES

MANY YEARS GATHERING INFORMATION, PUBLIC MEETINGS, SURVEYS
HELPING OTHERS TO COME TO COMMON GOALS, DECISIONS

DEVELOPING SOLUTIONS, COMMON GROUND

MY CAREER WAS BASED ON EXAMINING IMPACTS OF CHANGES
ON COMMUNITY DYNAMICS.

Application Page 2

QUALIFICATIONS :

LONG HISTORY WITH CITY OF SEDONA CHALLENGES AND
CHANGES - 1959 - PRESENT
JUST BUILT A HOME HERE, SO HAVE EXPERIENCED
FIRST HAND THE REGULATIONS / PERMIT PROCESS
EXPERIENCE W/ FAMILY BUSINESS AND CHALLENGES
IN ATTRACTING BUSINESS

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

#1) THE INFRASTRUCTURE HAS NOT KEPT UP WITH THE TOURIST POPULATION MAKING LIFE IN SEDONA OVERCROWDED AND UNMANAGEABLE ON MANY LEVELS
(SEE ATTACHED EDITORIAL)

#2) THE PLANNING AND ZONING COMMISSION MUST GET INTO TOUCH WITH THE CITIZENS AND BUSINESSES AND TOURISTS AND ~~DETERMINE~~ DETERMINE WHAT PEOPLE WANT FOR THE FUTURE

What do you hope to accomplish as a Planning and Zoning Commission member?

ESTABLISH COMMON GOALS FOR FUTURE GROWTH AND IF NEEDED REWORK WHAT IS ALREADY IN PLACE. NEED TO REPRESENT ALL GROUPS IN THE COMMUNITY THROUGH PUBLIC MEETINGS, SURVEYS, ETC.

I HOPE TO STEP BACK AND FIND WAYS FOR THE INFRASTRUCTURE TO CATCH UP. IT SEEMS THAT NOW WE'RE LOOKING FOR FAST BAND AID SOLUTIONS. I REALIZE THAT "QUICK" IS A PRIORITY, HOWEVER, HOW LONG DID IT TAKE TO GET HERE.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

YES

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

IN PART

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

THE COMMUNITY PLAN IS AN ACTION PLAN REQUIRED BY THE STATE TO LOOK AT GOALS AND POLICIES FOR FUTURE GROWTH

THE LAND DEVELOPMENT CODE IS NEWLY REVISED AND ESSENTIALLY OVERSEES SEDONA'S SCENIC BEAUTY SO THAT STRUCTURES ARE UNOBTRUSIVE. IE. BUILDING HEIGHT, SHAPES AND SIZES, HOUSE COLORS ETC.

THE DESIGN REVIEW MANUAL IS MORE DETAILED GIVING STRICT REQUIREMENT STANDARDS FOR DESIGN, DRAINAGE, DRIVEWAYS, SIGNAGE, PERMITS, ENVIRONMENTAL.

Episcopal Church in Charleston, S.C., in June 2015. A white anti-Semite murdered 11 congregants at the Tree of Life synagogue in Pittsburgh, Penn., in October. One woman was killed and three injured, including a rabbi, by a shooter at the Chabad of Poway synagogue in Poway, Calif., in April.

Last month, a shooter opened fire at the Gilroy Garlic Festival in California, killing four. Prior to the shooting, he posted anti-Semitic comments and referred to a 19th century proto-fascist book popular among neo-Nazis.

Such attacks on racial and religious minorities should not be seen as isolated tragedies but as fundamental attacks on our republic.

The debate over gun rights and gun control cannot be solved in an 18-inch editorial in a small-town paper but will have to be fleshed out by lawmakers, voters and the courts.

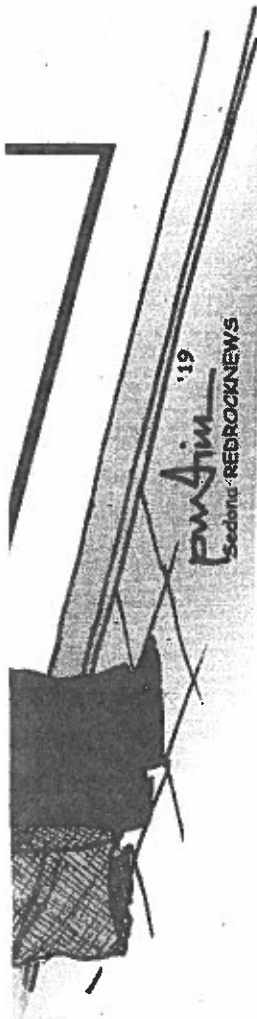
But what unites these shooters is that they planned their attacks based on the political ideology of white supremacy, much of which was fostered on little-known corners of the internet where white supremacists freely espouse hate anonymously.

While American political theater is no stranger to public hyperbole and vitriol, racist internet forums allow users to share private comments they would never say in public, protected by online anonymity. Users create silos of hate fostering more hate, radicalizing young, socially isolated white men, as they become emboldened and encouraged by online cowards and turn into killers.

The majority of people who spout hate speech online will not turn violent, but as more and more coalesce on the same concentrated forum or website, it is only a matter of time until someone reading dehumanizing statements about religious, ethnic or racial minorities decides to act out violently.

The dehumanization of our neighbors runs across a wide spectrum. Here, in Sedona's last election, residents witnessed how this online disassociation allowed cowardly bullies to vomit digital vitriol, but turn tail and cower when confronted in public.

These online hate forums do not offer such public means to shame bullies and prevent real-world violence



EWAN JIM '19
SEDONA REDROCKNEWS

Letters to the Editor

Sedona market is overextended

I recently attended a public meeting at the City Hall regarding the legislation that passed on short-term rentals. I have dreamed of relocating to Sedona since the 1950s when I visited my grandparents in Jerome each summer. Two years ago, I finally realized that dream and built my home in West Sedona.

Over the years, I have seen a once small, close-knit community become a tourist mecca for travelers from all over the world. Because of the high cost of living here, I'm now having to contemplate building a casita on my property to raise my income so that I can stay here.

I don't begrudge sharing the beauty of the area with others nor do I even begin to know all the workings and challenges of the local government.

At the meeting, I sat and listened to every possible opinion regarding the causes for the problems

and the solutions.

However, it is my belief that Sedona's vision for tourism and prosperity is out of control. Sedona has overextended itself in promoting tourism through every media form possible and has spent millions of dollars doing it.

The community is stressed with lack of public safety staffing, traffic congestion, not enough affordable housing, noise and light pollution, too many short-term rentals that have forced out families and changed the community's dynamic, and our beautiful trails and amenities are abused with trash and graffiti.

Sedona needs to step back and reexamine what the residents really want.

Perhaps for now, the money spent on bringing people to Sedona might be better spent on resolving the issues that tourism has created.

I truly believe that with proper moderation, we can all co-exist with everyone's needs fully met.

Ronnie K. Bassard
Sedona

Don't remember mass shooters

We are mistaken to emblazon names of murderers into our collective memory.

Memorializing the killers of Kennedys, Rev. Martin Luther King Jr. and John Lennon has only given rise to future killers, who hope to etch their names into the history books.

Mass shootings are not acts of bravery but rather acts of extreme cowardice, proving the shooter given up on life while taking innocent victims along with him into the abyss.

We should not remember the animals by name. Rather, we should be forgotten, as the nameless, worthless pieces of garbage which they are.

Passing into the darkness of the past without any memorial, allows us to be forgotten.

Roger Manser
Village of Oak Creek

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

BASED ON ACCUMULATED FACTS/INFORMATION AND NEEDS.
REGARDING DECISIONS I WOULD WANT TO EXAMINE
CONSTITUENT OPINIONS, NEEDS, GOALS AND CONCERNS.
I WOULD WORK AS A TEAM WITH THE OTHER COMMISSIONERS
AND OTHER GOVERNMENT OFFICIALS.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

FIRST, I WOULD VOICE MY OPINION BASED ON RELEVANT
FACTS, DOCUMENTED INFORMATION AND MY CONCERNS. I WOULD
ASK FOR OTHERS OPINIONS. IF MY INPUT IS STILL NOT
ACCEPTED BY THE GROUP I WOULD RE EXAMINE MY POSITION.
AT NO TIME WOULD I PUSH MY PERSONAL GOALS OR OPINIONS
OVER OTHERS. THAT ISN'T WHAT THE COMMISSION IS ABOUT.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.



PLANNING AND ZONING COMMISSION APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY
BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY
IN INK ONLY.

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL
INFORMATION REQUESTED ON THE APPLICATION.

Resume Attached: Yes No

All information submitted in this application is public information and subject to
disclosure in response to a public records request.

APPLICANT'S NAME: GEORGE C. HAAS

MAILING ADDRESS: _____
(Street or P.O. Box) (City) (State) (Zip) SEDONA AZ 86336

HOME ADDRESS: SAME
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: Work: Cellular: _____

EMAIL: _____

Are there any days you will not be available for an interview?

NO

Sedona residency is a requirement to serve on the Planning and Zoning Commission.

Do you live within the incorporated boundaries of the City of Sedona? Yes No

If so, for how many years? 10

Have you previously been appointed by the City of Sedona to any position or
commission/board other than the one for which you are currently applying?

Yes No If so, for which board/commission and for what length of term?

In answering the following questions, if more space is required, please attach a separate sheet
of paper.

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

RETIRED ELECTRICAL ENGINEER (47 YEARS) FOR MANUFACTURERS OF ELECTRONIC PRODUCTS, PRIMARILY IN NEW ENGLAND. HAD WORKED FOR MOTOROLA SEMICONDUCTORS AND FORMER SPERRY IN PHOENIX EARLY IN CAREER.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

TECHNICAL SKILLS. HAD PARTICIPATED IN DESIGN OF MY PRESENT HOME WITH CONTRACTOR. HAVE SERVED AS PRESIDENT OF THUNDER MOUNTAIN RANCH HOA, AND WORKED WITH BOTH THE ARCHITECTURAL REVIEW AND SEWER MAINTENANCE GROUPS.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

PARTICIPATE IN REVIEWS OF NEW DEVELOPMENT PROJECTS, LAND DEVELOPMENT, VARIANCES, ETC AS THEY AFFECT CITY OF SEDONA, AND ALSO IMPACT ON NEIGHBORS.

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

HAVE ALREADY WORKED WITH CITY OF SEDONA ENGINEERING AND ROAD MAINTENANCE DEPARTMENT PERSONNEL ON APPLICATION OF EXISTING GUIDELINES AS THEY AFFECTED THUNDER MOUNTAIN RANCH BOTH ON NEW CONSTRUCTION & MAINTENANCE TASKS.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

BLENDING & NEGOTIATIONS BETWEEN GOALS OF THE CITY OF SEDONA WITH THOSE OF DEVELOPERS. UNDERSTANDING WAYS OF ALLOWING LOWER COST HOUSING PROJECTS AS. NEEDS AND OPINIONS OF PRESENT CITY RESIDENTS.

What do you hope to accomplish as a Planning and Zoning Commission member?

APPLY GOOD JUDGMENT AND EXPERIENCE TO RECOMMEND
SUITABLE PROJECTS, VARIANCES TO COUNCIL.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

yes

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

yes

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

LAND DEVELOPMENT CODE ESTABLISHES GUIDELINES
FOR PROPERTY USE, AESTHETICS FOR COMMON USE, ON LONGER TERM BASIS.

DESIGN REVIEW MANUAL SETS MINIMUM CRITERIA FOR
INTEGRITY OF STRUCTURES & SUPPORTING INFRASTRUCTURE.
BASICALLY GO/NO GO. (MY INTERPRETATION)

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

SUITABILITY TO NEEDS & OPINIONS OF CITY RESIDENTS

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

1. ASK QUESTIONS OF DEVELOPER OR ITS PROponents TO IDENTIFY THE REAL PURPOSES, AND ALTERNATIVES THAT MAY OR MAY NOT HAVE BEEN CONSIDERED. LISTEN TO IDEAS.
2. MAKE A RECOMMENDATION TO COUNCIL THAT IS OBJECTIVE, NOT REFLECTING PERSONAL BIAS.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

Cherise Fullbright

From: Susan Irvine
Sent: Monday, September 16, 2019 6:59 AM
To: Eric Brandt2; Donna Puckett
Cc: Kathy Levin2; Karen Osburn; Warren Campbell; Cherise Fullbright
Subject: RE: Expiration of Terms on P&Z

Thanks Eric! We will put your old application in the folder.

Susan

From: Eric Brandt
Sent: Sunday, September 15, 2019 4:13 PM
To: Donna Puckett <DPuckett@sedonaaz.gov>
Cc: Kathy Levin2 Karen Osburn <KOsburn@sedonaaz.gov>; Warren Campbell <WCampbell@sedonaaz.gov>; Susan Irvine <S Irvine@sedonaaz.gov>
Subject: Re: Expiration of Terms on P&Z

Hello all, I wish to re-apply for the P and Z commission. Please let me know if there is anything else required.

Thanks, Eric

Sedona Arizona 86336



On Tue, Aug 27, 2019 at 10:47 AM Donna Puckett <DPuckett@sedonaaz.gov> wrote:

Hi Kathy and Eric,

Just wanted to give you both a heads up that your terms on P&Z expire October 31st, and since we have an additional upcoming vacancy, we are preparing a public notice/press release for three Commissioner positions. So, it will be re-up time if you are interested in continuing your service on the Commission beyond October 31st. Just let Karen, Warren or me know that you wish to reapply, and the City Clerk can pull your previous paperwork, so you don't have to resubmit it.

Thank you,
Donna

Donna Puckett

Administrative Assistant

Community Development Department

City of Sedona

DPuckett@SedonaAZ.gov

928-203-5065

Sedona City Hall is open for business Monday through Thursday from 7 a.m. to 6 p.m. and closed on Fridays. The Wastewater system maintenance remain on a Monday through Friday, 8 a.m. to 5 p.m. schedule. Police and maintenance services are not impacted.

RECEIVED

AUG 08 2016

CITY OF SEDONA
CITY CLERK'S OFFICE

Re-applied



RECEIVED

SEP 16 2019

CITY OF SEDONA
CITY CLERK'S OFFICE

Re-applied

PLANNING & ZONING COMMISSION APPLICATION

**Thank you for your interest in serving on
the City of Sedona Planning and Zoning Commission**

Before You Begin. Please read the following instructions carefully before filling out your application – type or print clearly in ink only. A resume is not required, but you are encouraged to submit one. However, you must complete all questions and furnish all requested information. If an item does not apply to you, or if there is no information to be given write in the letters "NA" for "Not Applicable". Return your completed application to the City Clerk's Office at 102 Roadrunner Drive. Applications will be forwarded to the Mayor and City Council for evaluation and appointment.

All information submitted in this application is public information and subject to disclosure in response to a public records request.

YOUR NAME: ERIC BRANDT

ADDRESS: _____ SEDONA 86336
(Street No P.O. Boxes) (City) (State) (Zip)

MAILING ADDRESS (if different): _____

PHONE: Home _____ Work: _____ Message Phone: _____

E-MAIL ADDRESS: _____

Sedona residency is a requirement to serve on the Planning and Zoning Commission. Do you live within the incorporated boundaries of the City of Sedona? Yes (X) No () If so, for how many years? 15

Have you previously been appointed to any position by the City of Sedona? Yes (X) No () If so, what and for what length of term? PT 2, 3 YR

In answering the following questions, if more space is required, please attach a separate sheet of paper.

Qualifications - Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

MEMBER OF SEDONA P&Z - 3 YEARS

MEMBER OF HISTORIC AND ARCH. REVIEW COMMITTEE^{EE} OF

TELLURIDE COLORADO 5 YEARS

REGISTERED ARCHITECT SINCE 1995

DEGREE IN CONSTRUCTION MANAGEMENT COLLEGE ST. U. 1984
KADO

What skills do you feel you possess that would enable you to help to achieve consensus on issues?

ABILITY TO UNDERSTAND FROM PERSONAL
EXPERIENCE THE MULTIPLE SIDES OF
A DEVELOPMENT ISSUE

What are your perceptions of the duties, responsibilities and role of the Planning and Zoning Commission?

REPRESENT THE BEST INTERESTS OF THE
CITIZENS OF SEDONA USING THE ^{COMMUNITY} PLAN,
CODES AND GUIDELINES (DESIGN REVIEW MANUAL)

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc?

ALL OF MY EXPERIENCE AS LISTED
AT THE TOP OF THIS PAGE

What do you feel are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

~~EXISTING~~
SUBURBAN ZONING VS. SOCIAL INTERACTION
AND TRANSPORTATION DEFICIENCIES

What do you hope to accomplish as a Planning and Zoning Commission member?

HELP
CREATE A MORE SUSTAINABLE, VITAL CITY
THAT IS ATTRACTIVE TO VISITORS AND
CITIZENS

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

YES

Have you read the Sedona Community Plan, Land Development Code or the Design Review Manual?

ALL
PORTIONS
↓
PORTIONS OF 2002, ALL OF PROPOSED

Explain the differences between the Sedona Community Plan, the Land Development Code and the Design Review Manual.

PLAN - VISION, GOALS, IMPLEMENTATION STRATEGIES
CODE - REGULATIONS
MANUAL - ENSURES APPROPRIATE CONSTRUCTION: TO
BE COMPATIBLE WITH THE NATURAL AND
BUILT ENVIRONMENTS

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

USING THE COMMUNITY PLAN, L.D.C. AND
DESIGN REVIEW MANUALS, THEN LISTENING
AND UNDERSTANDING ALL SIDES OF A PROPOSAL.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

REVIEW PROPOSAL WITH CURRENT PLAN AND
CODES, THEN ~~CONSIDER~~ HELP TO UPDATE
THE PLAN AND CODES TO MORE ALIGN WITH
PERSONAL GOALS

Thank you for your interest to serve on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

ERIC BRANDT ARCHITECT

SEDONA ARIZONA 86326

BIOGRAPHY Eric John Brandt

**ARCHITECTURAL
REGISTRATION** State of Colorado since 1995
State of Arizona since 1997

EDUCATION Colorado State University, Fort Collins, Colorado
Bachelor of Science, Construction Management Degree
Graduated 1984

**PROFESSIONAL
EXPERIENCE** Principal, Eric Brandt Architect,
Sedona Arizona and Telluride Colorado offices,
Telluride office 1995 to 2002
Sedona office 1997 to present, structure features solar hot water,
photovoltaic electric, and geothermal heating and cooling since 2010

Apprentice and Associate Architect, Greenbank and Associates,
Telluride, Colorado, 1985 to 1995

General Contractor for three personal residences, all in Telluride,
Colorado, 1986, 1990, 1994

**COMMUNITY
SERVICE** Sedona Planning and Zoning Commissioner appointed February 2011

Member of Hwy 179 Design Advisory Panel, Sedona 2004

Member of Trail Resource Access Coalition (TRACS), Sedona
1997 to present

Member of Telluride Streetscape Task Force
1996 to 1997

Member of Telluride Historic and Architectural Review Commission
(HARC), 1987-1992. Chairman, 1991-1992

**SPECIAL
INTERESTS** Backcountry exploring, mountain biking, skiing
Married to Diane Hoffman, 1992

Cherise Fullbright

From: Donna Puckett
Sent: Tuesday, August 27, 2019 3:47 PM
To: Susan Irvine; Cherise Fullbright
Cc: Karen Osburn; Warren Campbell; Kathy Levin2
Subject: Fw: City of Sedona: Three PZ commissioners sought

From: Kathy Levin
Sent: Tuesday, August 27, 2019 3:41 PM
To: Donna Puckett <DPuckett@sedonaaz.gov>
Subject: Re: City of Sedona: Three PZ commissioners sought

Donna,

I wish to apply for a continued seat on the Planning and Zoning Commission.

Kathy

Begin forwarded message:

From: Sedona eNotify <noreply@sedonaaz.gov>
Date: August 27, 2019 at 11:00:50 AM MST
To:
Subject: City of Sedona: Three PZ commissioners sought
Reply-To: noreply@sedonaaz.gov

Three PZ commissioners sought

Post Date: 08/27/2019 10:21 a.m.

SEDONA, Ariz. -- The city of Sedona is seeking applicants for three seats on the Planning and Zoning Commission as one member has resigned and two current member terms approach expiration.

This voluntary body, established by city council, consists of seven citizens appointed to play a critical role in the city's planning process. The commission serves as council advisor on land use, growth, and development issues. Commission duties include making recommendations to the city council on Community Plan annual and 10-year updates, Land Development Code amendments, property zone changes, and subdivision applications. In addition, the commission makes the final decision on conditional use permits and development review applications.

Applicants must reside within Sedona city limits and should have interest, experience, or knowledge in land use or related fields including, but not limited to, architecture, construction, landscaping, and planning.

RECEIVED

AUG 08 2016

CITY OF SEDONA
CITY CLERK'S OFFICE

Re-applied



Received
SEP 20 2013
CITY OF SEDONA
CITY CLERK'S OFFICE

PLANNING & ZONING COMMISSION APPLICATION

**Thank you for your interest in serving on
the City of Sedona Planning and Zoning Commission**

Before You Begin. Please read the following instructions carefully before filling out your application – type or print clearly in ink only. A resume is not required, but you are encouraged to submit one. However, you must complete all questions and furnish all requested information. If an item does not apply to you, or if there is no information to be given write in the letters "NA" for "Not Applicable". Return your completed application to the City Clerk's Office at 102 Roadrunner Drive. Applications will be forwarded to the Mayor and City Council for evaluation and appointment.

All information submitted in this application is public information and subject to disclosure in response to a public records request.

YOUR NAME: Kathleen M. Levin

ADDRESS: _____
(Street No P.O. Boxes) (City) (State) (Zip)
Sedona AZ 86336

MAILING ADDRESS (if different): _____

PHONE: Home _____ Work: _____ Message Phone: _____

E-MAIL ADDRESS: _____

Sedona residency is a requirement to serve on the Planning and Zoning Commission. Do you live within the incorporated boundaries of the City of Sedona? Yes (X) No () If so, for how many years? 27

Have you previously been appointed to any position by the City of Sedona? Yes (X) No () If so, what and for what length of term? Planning & Zoning Commission Two year term

In answering the following questions, if more space is required, please attach a separate sheet of paper.

*See attached.
Resume included.*

RECEIVED

AUG 27 2019

CITY OF SEDONA
CITY CLERK'S OFFICE
Re-applied

p. 2a

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

2b

What skills do you feel you possess that would enable you to help to achieve consensus on issues?

2c

What are your perceptions of the duties, responsibilities and role of the Planning and Zoning Commission?

2d

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc?

3a What do you feel are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

3b What do you hope to accomplish as a Planning and Zoning Commission member?

3c If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

3d Have you read the Sedona Community Plan, Land Development Code or the Design Review Manual?

3e Explain the differences between the Sedona Community Plan, the Land Development Code and the Design Review Manual.

Aa As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

Ab If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

Thank you for your interest to serve on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

Kathleen M. Levin
Planning & Zoning Application Commission Responses

Question 2a

I have a B.A. in Sociology, an M.A. in Sociology (Planning) and a Paralegal degree. I have worked in regional and city planning for 13 years (NACOG and the City of Sedona). I also served on the first Sedona Planning and Zoning Commission from 1988-90. My relevant employment experiences include working with city staff, the public, volunteer commissions and citizens committees on housing, transportation, historic preservation, general plans and in the review of current development projects. I have served on many non-profit boards and I have lived in Sedona for 37 years (my maternal grandparents retired here in 1956). See attached resume.

Question 2b

I am a team player by nature, analytical, methodical, and dependable.

Question 2c

The P&Z has the responsibility to deliberate and consider for approval new development projects, conditional use permits, amendments to the Community Plan, revisions to the Land Development Code, and review of Specific Plans that are presented to the Commission.

Question 2d

My employment with the City of Sedona involved the review of current development projects and the preparation of staff reports for their consistency with the Community Plan. This entailed the review of applicant submissions including letters of intent, blueprints, site plans, economic analyses, and traffic impact studies. I was also responsible for preparing revisions to the Land Development Code ("Code") and two complete re-codifications of the Code.

Question 3a

This is an exciting time for the City of Sedona because the new Community Plan is moving toward a public vote in March 2014 and development is picking up after the great recession. I don't see "issues" so much as I see upcoming opportunities to 1) encourage development in keeping with the citizens' stated vision for Sedona as expressed in the new Community Plan and 2) participate in the creation of "Specific Plans" for key areas in Sedona.

Kathleen M. Levin
Planning & Zoning Commission Application Responses
Page 2

Question 3b

My goal as a commissioner is to be well informed, well prepared and able to articulate the city's regulations, policies, and the new Community Plan vision. I have no personal agenda.

Question 3c

Yes

Question 3d

Yes

Question 3e

The Sedona Community Plan articulates a "vision" for our community and serves as a guide for future growth, the development of more "Specific Plans" and the city's capital improvement plan. The Land Development Code is a set of land use and zoning regulations that help implement the Plan. As part of the Land Development Code, the Design Review Manual establishes design standards for buildings, siting, orientation, landscaping, massing and lighting.

Question 4a

My decisions will be based on an understanding of the material provided by applicants, staff's analysis and recommendations on the proposal/issue, and the comments of other commissioners and the public. I will apply my knowledge and experience to the deliberation as well.

Question 4b

The role of a commissioner is to review and approve projects that meet or exceed the expectations of the Community Plan and applicable zoning codes. If I had a reservation or question about the project, I would first raise it in a commission work session. Beyond that, I might also meet with the staff person responsible for the project and/or the Director of Community and Economic Development for clarification.

EDUCATION

Northern Arizona University, Flagstaff, Arizona
Masters of Arts, Applied Sociology (Planning) May 1981

Philadelphia Institute of Paralegal Training, Philadelphia, PA
Paralegal Degree in Litigation June 1972

Allegheny College, Meadville, PA
Bachelor of Arts, Sociology March 1972

PUBLICATIONS

As Associate Planner for the City of Sedona, prepared brochures, website, and all collateral material related to the update to the Community Plan and for the Historic Preservation Commission

As Wish Coordinator for the Make-A-Wish Foundation of Northern Arizona, prepared volunteer training manual, board training modules in fund-raising and board recruitment

As head of the Sedona Montessori School, responsible for all external publications, including the Parent Handbook and school brochure

As Director of Development of the Verde Valley School, responsible for all publications related to student recruitment, annual fund, capital campaign, and alumni relations

As Community Planner for NACOG, responsible for wide range of studies, surveys, grants, comprehensive plans on land use, economic development, housing and transit

EMPLOYMENT

City of Sedona, Arizona, Sedona, Arizona
Department of Community Development
Associate Planner, Long Range Planning Division November 2004 – 2012 (Retired)

Primary Responsibilities

- Principal responsibility for citizen engagement and public outreach materials for the update to the Sedona Community Plan
- Provide research, evaluation and update of ordinances and amendments related to the Land Development Code.
- Assist in the initiation, management and coordination of special projects and studies pertaining to long-range community development issues and activities
- Prepare staff reports for new development projects
- Serve as staff liaison to the Historic Preservation Commission

Make-a-Wish Foundation of No. Arizona, Sedona, Arizona
Wish Coordinator, May 1997- May 2004 Part-time
Interim Executive Director, August-November, 2001

Responsible for all program services. Design and execute medical outreach and volunteer training programs. Research and prepare grant applications. Fulfill public speaking engagements with large and small businesses and organizations. As interim Executive Director, supervise staff of two, conduct board training, and manage all operations of chapter office affiliated with the largest wish-granting charity in the world.

Levin & Associates, Sedona, Arizona 1994-1997
Private consulting offering grant-writing and technical assistance to non-profit boards

Prepared successfully competitive federal and state government funded grants totaling \$1.2 million for the following clients: Sedona Cultural Park, Sedona-Red Rock High School, and Coconino County in cooperation with Northern Arizona University. Acted as the liaison for the Sedona Academy with N.A.U. and supervised the research effort

and preparation of the Background Report for the Sedona Forum XIII on Youth.

Sedona Montessori School, Sedona, Arizona 1989 -1993
Administrator

Responsible for the administration of non-profit, tuition based independent school operation for (3) pre-primary, elementary, after-school and summer programs. Managed the teaching staff of 12, and responsible for community relations, fund-raising, publications, marketing, student recruitment, compliance with all state and federal agencies.

Verde Valley School, Sedona, Arizona 1983-1988
Director of Development and Assistant Headmaster

Responsible for fund-raising (\$150K annual fund and \$1 million capital campaign), alumni relations, external publications, publicity, and event planning on and off campus for independent tuition-based boarding and day college-preparatory high school. Supervised staff of two and 100 volunteers nationwide. Assumed the role of the Headmaster in his absence. Publications included semi-annual newsletter, annual fund appeals, capital campaign booklet, and alumni events. Traveled extensively within the U.S. for fund-raising and alumnae events.

Northern Arizona Council of Governments, Flagstaff, Arizona 1978-1983
Community and Regional Planner

Provided technical assistance in the areas of housing rehabilitation, planning and zoning, transit and economic development on a regional level and to the towns of Williams and Holbrook, and Apache County. Oversaw regional multi-million dollar H.U.D. Community Development Block Grant program for the five northern Arizona counties.

Coconino County Planning Department, Flagstaff, Arizona June-September, 1978
Planning Assistant for graduate internship

Vermont Department of Social Welfare and Vermont Community Action
White River Junction, Vermont 1976-1977
Social Worker

Gifford Hospital, Randolph, Vermont 1974-1976
Out Patient X-Ray and Laboratory Department Clerk

Richard Burstein, Esq., Randolph, Vermont 1974-1977
Paralegal

Clapp & Eisenberg, Esqs., Newark, New Jersey 1972-1974
Paralegal

ACTIVITIES

- * Verde Valley Voices member (current)
- * Sedona Arts Center, board member (current)
- * Volunteer for the Make-A-Wish Foundation of Arizona
- * St. Andrew's Episcopal Church Vestry member
- * The Orme School Senior Class Annual Fund Chairperson
- * Flagstaff Arts and Leadership Academy, Board of Trustees
- * Sedona Academy, board member
- * Yavapai County Community Foundation, affiliate of the Arizona Community Foundation, board member
- * Verde Valley Sanctuary, founding board member and chairman
- * City of Sedona Planning and Zoning Commission member (appointed)
- * Citizens for Incorporation of Sedona, chairman of boundary committee
- * Sedona Youth Activity Program, founding board member
- * Sedona Historical Society, board member
- * Sedona Sanitary District, board member and chairman (elected)
- * ADEQ Unique Waterway for Oak Creek committee member
- * Sedona Inter-Agency Working Group member
- * Sedona-Red Rock Taxpayers Association board member



**CITY COUNCIL
AGENDA BILL**

**AB 2543
November 26, 2019
Appointments**

Agenda Item: 4b
Proposed Action & Subject: Discussion/possible action regarding the reappointment of Historic Preservation Commissioners.

Department	City Clerk
Time to Present	2 minutes
Total Time for Item	5 minutes
Other Council Meetings	N/A
Exhibits	A. Applications

City Attorney Approval	Reviewed 11/18/19 SDC	Expenditure Required	\$ 0
City Manager's Recommendation	N/A	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The Historic Preservation Commission advertised seeking applicants to fill three (3) open seats on the Commission with an application deadline of October 31, 2019. The vacancies were the result of the upcoming expiration of terms for Brynn Burkee-Unger, John "Jack" Fiene, and Derek Pfaff on November 30, 2019. All three (3) incumbents applied for reappointment, and no other applications were received for these vacancies.

Mayor Sandy Moriarty and Vice Mayor John Martinez reviewed the applications of the incumbents. As the Chair and Vice-Chair were both up for reappointment, there was no review by a member of the HPC. Mayor Moriarty and Vice Mayor Martinez unanimously recommend the reappointment of the 3 incumbents. Their terms will begin December 1, 2019 and end November 30, 2022 or until a successor is appointed, whichever is later.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council may request that the vacancies be reposted.

MOTION

I move to: reappoint Brynn Burkee-Unger, John “Jack” Fiene, and Derek Pfaff to the Historic Preservation Commission with terms beginning December 1, 2019 and ending November 30, 2022 or until a successor is appointed, whichever is later.

Cherise Fullbright

From: Susan Irvine
Sent: Monday, September 9, 2019 9:06 AM
To: Warren Campbell; Cherise Fullbright
Subject: RE: HPC Terms Expiring

Thanks Warren!

Susan

From: Warren Campbell <WCampbell@sedonaaz.gov>
Sent: Monday, September 9, 2019 9:05 AM
To: Cherise Fullbright <CFullbright@sedonaaz.gov>; Susan Irvine <S Irvine@sedonaaz.gov>
Subject: Fw: HPC Terms Expiring

Brynn has decided to put herself up for another term.

From: Brynn Unger
Sent: Friday, September 6, 2019 11:14 AM
To: Warren Campbell <WCampbell@sedonaaz.gov>
Subject: Re: HPC Terms Expiring

Warren-

I am battling a bit with this, but I will re-up for another term and work to pass this on. I want to make sure that someone is there to take over, and I have the time to do this now, but don't know what things will be like in the future.

Let me know what you need.

Brynn

On Wed, Aug 28, 2019 at 9:49 AM Warren Campbell <WCampbell@sedonaaz.gov> wrote:

Brynn, Jack, and Derek,

I am writing to inform you that your HPC terms expire in October. Can each of you please let me know if you plan to seek reappointment. I will need to post a notice to fill vacancies soon and it will help me determine how hard I will have to beat the bush to find replacements or if all members want to return.

Thanks

Warren

Sedona City Hall is open for business Monday through Thursday from 7 a.m. to 6 p.m. and closed on Fridays. The Wastewater system maintenance remain on a Monday through Friday, 8 a.m. to 5 p.m. schedule. Police and maintenance services are not impacted.

--
Brynn Burkee Unger

Allied Member ASID

RECEIVED

Re-applied to Commission
AUG 16 2016

CITY OF SEDONA
CITY CLERK'S OFFICE



APPLICATION for COMMISSIONS and BOARDS

Received
SEP 28 2010
CITY OF SEDONA
CITY CLERK'S OFFICE

Please read the following instructions carefully before filling out your application – type or print clearly in ink only.

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given write in the letters "NA" for "Not Applicable".

A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL INFORMATION REQUESTED ON THE APPLICATION

RECEIVED
SEP 09 2019

Resume Attached: Yes () No ()

CITY OF SEDONA
CITY CLERK'S OFFICE
2e-Applied

POSITION APPLIED FOR: HISTORIC PRESERVATION COMMISSION

APPLICANT'S NAME: BRYNN BURKEE UNGER

ADDRESS: _____
(Street or P.O. Box) (City) SEDONA AZ 86351
(State) (Zip)

PHONE: Home: _____ Work: _____ Message Phone: _____

E-MAIL ADDRESS _____

Are you a resident of the City of Sedona? Yes () No How many years? _____

Have you previously been appointed to any position by the City of Sedona?
Yes No () If so, what and for what length of term? HPC SERVED 2 3 YEAR TERMS

In answering the following questions, if more space is required, please attach a separate sheet of paper.

BACKGROUND INFORMATION WHICH YOU FEEL QUALIFIES YOU FOR THE APPOINTMENT:
(This should include education, employment history, community service, special interest and skills, personal philosophy.)

1) I HAVE SERVED ON THE COMMISSION FOR 6 YEARS - THE LAST 2 AS CHAIR

2) I HAVE BEEN INVOLVED IN HISTORIC PRESERVATION AS AN ASID DESIGNER (I AM AN ASSOCIATE MEMBER OF ASID)

3) I FEEL PRESERVATION OF A BUILDING IS THE BEST WAY TO ACHIEVE A "GREEN" RESULT - SAVING BUILDINGS RATHER THAN ADDING TO THE WASTE IN OUR LANDFILL.

What are your perceptions of the duties, responsibilities and role of the Commission for which you are applying?

THE PRESERVATION OF OUR HISTORIC BUILDINGS, SITES, NEIGHBORHOODS. EDUCATING THE PUBLIC - LETTING THEM KNOW THAT WE HAVE A HISTORY AND THAT WE MUST SAVE THE BUILDINGS AND SITES THAT REFLECT THAT HISTORY FOR FUTURE GENERATIONS.

What do you feel are the major issues facing this Commission?

WHAT WE WILL ALWAYS FACE AS A COMMISSION - THE PUBLIC PERCEPTION THAT SEDONA IS SO NEW THAT THERE IS NO PAST TO SAVE.

Application
Page 3

What do you hope to accomplish as a Commission member?

TO CONTINUE TO PRESERVE PROPERTIES WE
CURRENTLY RECOGNIZE AND WORK TO DISCOVER
THOSE WE DO NOT CURRENTLY LIST. TO OPEN
UP THE POSSIBILITY OF ADDING LANDSCAPES
TO OUR LIST OF HISTORIC PLACES

If appointed to this Commission, are you willing to service the full term of the appointment?

YES

Have you read the Community Plan or attended any meetings of the Commission, for which you are applying?

YES

Cherise Fullbright

From: Warren Campbell
Sent: Tuesday, September 3, 2019 8:03 AM
To: Cherise Fullbright; Susan Irvine
Subject: Fw: HPC Terms Expiring

From: Jack Fiene
Sent: Wednesday, August 28, 2019 12:10 PM
To: Warren Campbell <WCampbell@sedonaaz.gov>
Subject: RE: HPC Terms Expiring

Warren:

I am seeking reappointment. What do you need from me?

John F. "Jack" Fiene

From: Warren Campbell [mailto:WCampbell@sedonaaz.gov]
Sent: Wednesday, August 28, 2019 9:50 AM
To: Brynn Unger; Jack Fiene; Derek Pfaff
Subject: HPC Terms Expiring

Brynn, Jack, and Derek,

I am writing to inform you that your HPC terms expire in October. Can each of you please let me know if you plan to seek reappointment. I will need to post a notice to fill vacancies soon and it will help me determine how hard I will have to beat the bush to find replacements or if all members want to return.

Thanks

Warren

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**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

**Please read the following instructions carefully before filling out your application.
TYPE OR PRINT CLEARLY IN INK ONLY.**

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A resume may be included with your application; however, you must complete all information requested on this application. Resume attached? Yes No

Name: JOHN F. "JACK" FIENE

Mailing Address: SEDONA, AZ 86336

Phone: _____

Cellular Phone: _____

Email Address: _____

Are there any days you are not be available for an interview? No

Are you a resident of the City of Sedona? Yes No
If yes, how many years? 3; owned 7

Have you previously been appointed by the City of Sedona to any position or served on any commission, board, committee or citizen engagement working groups other than the Historic Preservation Commission? Yes No

If so, what group and for what length of time? _____

The Historic Preservation Commission is a voluntary body made up of seven citizens appointed by City Council. The Historic Preservation Commission was established by Sedona City Council to promote the protection, enhancement and perpetuation of properties and areas of historic, cultural, archaeological, and aesthetic significance.

Typically, the Historic Preservation Commission meets the second Monday of the month at 4:00 p.m., in the Vultee Conference Room at City Hall, 102 Roadrunner, Building #106, Sedona.

In answering the following questions, if more space is required, please attach a separate sheet of paper.

RECEIVED

SEP 03 2019

CITY OF SEDONA
CITY CLERK'S OFFICE

re-applied

RECEIVED

SEP 12 2016

CITY OF SEDONA
CITY CLERK'S OFFICE

Application Page Number 1

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 · Fax: (928) 204-7105

1. Background experience and knowledge.

In 1998, the Arizona State Historic Preservation Office (SHPO) designated the City of Sedona as a Certified Local Government. To satisfy the City's Certified Local Government (CLG) Agreement with the SHPO, it is preferable that all Historic Preservation Commission members have experience or knowledge in at least one of the following areas: history, architectural history, architecture, historic interiors, historic architecture, planning, archaeology, historic archaeology, real estate, historic preservation law, or other historic preservation related field.

Which categories do you have experience and/or knowledge, check all that apply:

- Archaeologist/Archaeology
- Architect/Architecture/Architectural History
- Historian/History
- Real Estate
- Building Construction
- Historic Preservation Law
- Conservation/Preservation
- Land Use Planning
- Other related field (please explain) _____

2. Please explain your related experience or knowledge.

I have attached a list of historically significant sites for which I have provided site reconnaissance, consulting, valuation, and/or evaluation. I also have development experience, working with the Frank Lloyd Wright Foundation Architects at Taliesin West.

3. What are your perceptions of the duties, responsibilities and role of the Historic Preservation Commission?

The Historic Preservation Commission (HPC) was established by the City Council during the late 1990s. Its task is to maintain a preservation plan, review applications for Historic Landmark or Historic District status, maintain a property register, and evaluate the suitability of the properties under review for historical significance and/or compatibility with City Historic Landmarks. I understand that there are currently 23 designated Landmarks.

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

-
4. What do you hope to accomplish as a Commission/Board member?
- a. To provide a more nationwide purview on historically significant property types and uses.
 - b. To provide input related to feasibility and potential economic impact of an applicant property.
 - c. To immerse myself into Sedona history in order to make a most meaningful contribution, and to contribute to my own personal growth and identity with the community.

5. How much time are you willing to devote to this position if you are appointed?
- At this point, I am 100% retired from my former business (Interwest Consulting Group, Inc.). I will devote as much time as is required for each task or project.

6. What is your understanding of the Sedona Community Plan pertaining to Historic Preservation?
- The HPC is incorporated into the Land Development Code, which is one of four major components of the Community Plan. The Historic Preservation Ordinance is administered pursuant to recommendations set forth in the Sedona Community Plan. (See Section 1502 of the Plan.)

7. What is your understanding of the Land Development Code's ordinance pertaining to Historic Preservation?
- The Historic Preservation Ordinance is Article 15 of the Land Development Code.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 · Fax: (928) 204-7105

8. If not currently a member of the Historic Preservation Commission, have you attended any Historic Preservation Commission meetings, and if so how many?

I have not, and have noted that the September meeting has been canceled.

9. If currently a member of the Historic Preservation Commission, how many terms have you served on this Commission? Why are you reapplying?

N/A

10. What do you perceive are the top three issues facing the Historic Preservation Commission? Please consider both long and short-term issues.

Many issues coincide with the general community concerns: transportation - the impact of traffic flow upon existing landmarks and the possibility of saving properties in the way; financial feasibility - the cost-benefit of rescuing vulnerable properties; long-term vision - what will Sedona look like in 25 or 50 years (when Enchantment will be an historic property!).

11. Are there any projects that you are personally interested in as a Historic Preservation Commission member?

The site reconnaissance and reporting on the existing landmarks are well done; site surveys and research are always interesting to me. At this time, I am not aware of any current projects, but would be willing to discuss at the City's convenience.

12. What is your understanding of a Certified Local Government (CLG) and how do you feel it relates to the Historic Preservation Commission?

This terrific program creates a flow of communication between local, state, and federal agencies that focuses on vulnerable properties that lack the funding necessary for protection. The certification process is essentially a contractual agreement enabling the local historical preservation body. For Sedona, many of the duties and responsibilities of the HPC are derived from the tenets of the CLG program.

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 · Fax: (928) 204-7105

Additional information. If you would like to explain or elaborate on the experiences or professional qualifications you have checked, please use this space:

Please refer to the attachments, and feel free to call and/or email me.

To learn more about the Historic Preservation Commission's particular responsibilities, contact Audree Juhlin, Director, Sedona Community Development Department at 928-204-7107 or email ajuhlin@sedonaaz.gov.

Please return your completed application to the City Clerk's Office at Sedona City Hall located at 102 Roadrunner Drive, Sedona, AZ 86336. For more information about the application, interview, and selection process, please call (928) 282-3113.

Thank you for your interest in serving on Sedona's Historic Preservation Commission.

**SITE RECONNAISSANCE, CONSULTATION, VALUATION AND/OR EVALUATION
OF HISTORICALLY SIGNIFICANT PROPERTIES BY JOHN F. FIENE**

Arizona

Heard Building - 112 North Central Avenue, Phoenix

Completed 1920; was the tallest building in Phoenix until 1924; on U.S. National Register of Historic Places.

Professional Building - 10 East Monroe Street, Phoenix

Completed 1932; one of the best examples of Art Deco architecture in Phoenix.

Fort Lowell Comisaraio - Tucson

Completed ±1890 as the Quartermaster's Commissary & Storehouse, it was converted to an apartment building in the late 1940s. The New Mexican Pueblo design was maintained; the cellar was backfilled with some of the adobe rubble from the site.

Ray Carlson House - 1123 West Palo Verde Drive, Phoenix

Designed by Frank Lloyd Wright, the architect also oversaw the construction. Completed in 1954, the structure had been heavily damaged by termites, and was structurally renovated during the 1980s. There was a considerable amount of Wright-design furniture in the house.

Pearl Hart Homestead - Dripping Springs, Gila County

Residence constructed of mortared field stone and river rock ca. 1898; at least one addition for areas served by utilities. Pearl Hart committed the last stage coach (Globe to Florence) robbery in AZ in 1899, and was released from the Yuma Territorial Prison in 1902.

Old Verde Canal - Taliesin West, Scottsdale

Envisioned to provide water above the Salt and Gila River canals, the 1889 plan for the Verde Storage Irrigation System spanned the entire Valley from the White Tanks to the McDowells. In 1893, the Old Verde Canal abruptly ended within the Taliesin West site. This unconnected portion of the system is in the National Register of Historic Places as of 1977 and as a National Landmark as of 1984.

Indiana

Anthony Wayne Building - 203 East Berry, Fort Wayne

15-story Mid-Century (1962) office building; poured-in-place reinforced concrete framing; evaluation of mixed-use condominium conversion.

Main Post Office - 200 East 8th Street, Rochester

Built in 1925, the one-story red brick building is an excellent example of Neo-Classical architecture. It has been nominated multiple times for inclusion on the U.S. National Register of Historic Places, but the USPS has blocked all efforts, knowing that it would sell the property for an alternative commercial use. It is not ADA compliant and is not to building code. It eventually sold for redevelopment as an office building.

Shambaugh House - 3332 Sanibel Street, Fort Wayne

Designed and supervised by architect John Randal McDonald, the structure is clearly Usonian ranch-style. Although McDonald was not a protégé of Frank Lloyd Wright, the house reflects the efficiencies for plumbing, heating, and special orientation of a Wright house.

Bendix Headquarters Building - North Bendix Drive, South Bend

Built during the late 1920s, the cast concrete façade and interior accents give an Art Deco twist to an industrial office building. It is currently utilized by Bosch Corporation for administration, R&D, and quality evaluation.

Studebaker Test Track - Bendix Woods, New Carlyle

This may be the oldest automotive test track in the United States. The main track was constructed by Studebaker during the 1920s, and is highly-banked asphalt capable of speeds up to 150 mph. Again, the Art Deco influences in the office building and the original garages are unmistakable. There are a variety of other courses on the site (water hazards, rough surfaces, etc.) that have been added since to test vehicular systems.

Lafayette Central School - 11015 Lafayette Center Road, Roanoke

1914 Territorial masonry main building, stucco over masonry w/tile parapet caps, the building was constructed to accommodate all 12 grades. It included a gymnasium with hardwood floors and a wood stage. Buildings added were brick w/gable roofs. The property was for sale by Southwest Allen County Schools and acquired by a church.

St. Peter's School - 611 East DeWald, Fort Wayne

1906 cast masonry and brick two-story Catholic school with gymnasium equipped with a Bishop's Box for the local clergy, proposed to be redeveloped to senior living units. The senior complex is now known as Meeting House at St. Peter's.

World War I Quartermasters Warehouse - Jeffersonville

Just after war was declared by the United States, the Army constructed a large complex along the Ohio River on Jeffersonville Federal Lands. These are massive double-bonded brick structures with heavy wood posts and beams. Other than upgrading electrical service, the remaining buildings are as usable as they were when constructed in 1918.

General Electric Complex - 2000 Broadway, Fort Wayne

Originally established as Jenny Electric, GE acquired the company in 1893; some of the buildings remain on the campus. Most of the multi-story structures were constructed between the World Wars. Most of the architecture is loft industrial. Upon total abandonment by GE in 2012, the property has been continually under study for redevelopment contingent upon historiography. Environmental issues abound.

Pullman Car Company 1435 West 165th Street Hammond

Constructed in 1906 as the Steel Standard Car Company, significant features include bonded brick arched columns and lightweight steel superstructure to accommodate a 160-foot free-span needed to turn the railroad cars during

manufacture. Also, a brick vault was constructed for the boiler house, holding its own weight. The Champ Carry (astronaut) Research Center was added in 1966.

Ohio

International Harvester Old Headquarters & Stamping Plant - Springfield

Constructed in 1873 as a farm implement manufacturing plant, the process started on the fourth floor, and assembly continued downward, with the finished product on the ground floor. Double-bonded brick surrounded post and beam interior framing. Joists, decks and covers are hardwood. Most of this original manufacturing building has been converted to office space. The stamping plant was constructed on a solid limestone bluff in about 1910, with the assembly facility following in 1918 to manufacture military vehicles for the war effort.

Utah

David Eccles Building - 385 24th Street, Ogden

A poured-in-place reinforced concrete structure with cast concrete and brick curtain walls, this 1913 office building is said to reflect the elements of the Prairie and Renaissance Revival styles of architecture. It was the tallest building in Ogden until 1924, and the only one with an elevator until about that time. It is on the U.S. National Register of Historic Places, and has been converted to a hotel and restaurant.

QUALIFICATIONS OF JOHN F. FIENE, MAI, SRA

Sedona, AZ 86336

Arizona Certified General Real Estate Appraiser
Indiana Certified General Appraiser

PROFESSIONAL EXPERIENCE

- Thirty-seven years of active real estate appraising/consulting
 - Interwest Consulting Group, Inc., Phoenix, AZ/Fort Wayne, IN/Sedona, AZ: 7/94 to present
 - Kleinman & Briefer, Phoenix, AZ: 5/93 to 7/94
 - Willis & Associates, Phoenix, AZ: 1/92 to 5/93
 - Vermilya & Wolverton, Scottsdale, AZ: 8/89 to 1/92
 - Mountain West Research-Southwest, Phoenix, AZ: 3/87 to 8/89
 - Jack V. Lee Realty, Phoenix, AZ: 8/78 to 3/87
- Types of properties appraised: Commercial, Industrial, Special Purpose, Vacant Land, Residential and Recreational Use Properties
- Geographic areas of experience include Arizona, California, Colorado, Hawaii, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Nevada, Ohio, Oregon, Pennsylvania, Texas, Utah, Washington and Wisconsin.
- Qualified as an expert witness in various Superior Courts in the States of Arizona and Indiana, US District Court for the Central District of California, US Bankruptcy Court for the District of Arizona and before various boards of tax appeals and tax commissions throughout the U.S.
- Past approved instructor - Arizona State University and for the Arizona Dept. of Real Estate; property tax faculty for Professional Education Systems, Inc. (1991-1994), the Institute of Property Taxation (1992) and the International Association of Assessing Officers (1995, 1997).

PROFESSIONAL DESIGNATION/MEMBERSHIPS

Member of the Appraisal Institute (MAI #8948). "I, John F. Fiene, MAI, SRA, SRPA, have completed the requirements under the continuing education of the Appraisal Institute. This mandatory status has been achieved through December 31, 2016."

Senior Real Property Appraiser, Appraisal Institute, issued 1990
Senior Residential Appraiser, Appraisal Institute, issued 1986

National Association of Independent Fee Appraisers (Now inactive):
IFAC Counselor Designation, Certificate #161, issued 1987
IFAS Senior Designation, Certificate #1127, issued 1982
IFA Member Designation, Certificate #3123, issued 1980

FORMAL EDUCATION

Bachelor of Arts (1969 with Honors), Southern Illinois University
Master of Arts (1972), Arizona State University

Qualifications of John F. Fiene (continued)

APPRAISAL TRAINING

Courses sponsored by the American Institute of Real Estate Appraisers:

1987	Course 1B-A and 1B-B	Capitalization Theory and Techniques
	Course 2-3	Standards of Professional Practice
1988	Course 2-1	Case Studies in Real Estate Valuation
	Course 2-2	Valuation Analysis and Report Writing
1994	Course 410	Uniform Standards of Professional Practice
1996	Course 420	Standards of Professional Practice, Part B
1998	Course 430	Standards of Professional Practice, Part C

Courses sponsored by the Society of Real Estate Appraisers:

1979	Course 101	Introduction to Appraising Real Property
1983	Course 102	Applied Residential Property Valuation
1986	Course 201	Principles of Income Property Appraising
	Course 202	Applied Income Property Valuation

Courses sponsored by the International Association of Assessing Officers:

1981	Course 1	Fundamentals of Real Estate Appraisal
1982	Course 2	Income Approach to Valuation
	Course 5	Personal Property Valuation
2011	Course 300	Fundamentals of Mass Appraisal
2012	Course 400	Assessment Administration

Recent Continuing Education:

2006	Seminar	IN Dept. Local Finance – Abatements, Investment Credit and Enterprise Zone Deductions
	Seminar	AI – What Clients Would Like Their Appraisers to Know
	Course	IN 110 – Sales Comparison Approach
	Course	IN 130 – Sales Ratio Analysis
	Course	IN Dept. Local Finance – Income Approach: A Detailed Examination
	Seminar	RECP – USPAP Update
	Seminar	RECP – Indiana Appraisal License Law Update
	Course	NAIFA – Investment Analysis Using Computer Assisted Software
2007	Seminar	AI – Office Building Valuation: A Contemporary Perspective
2008	Seminar	IN Dept. Local Finance – Personal Property Update
	Seminar	AI – Appraisal Challenges: Declining Markets & Sales Concessions
	Seminar	Columbia Institute – USPAP Update, Course 101
	Seminar	AI – Partial Interest Valuation – Divided
	Course	IN 240 – Indiana Real Estate Law I
	Course	IN 241 – Indiana Real estate Law II
2009	Course	AI 330 GRE, Apartment Appraisal: Concepts and Applications
	Course	IN 122 - Condominiums
	Course	IN 213 – Neighborhood Analysis
	Course	IN 251 – Cadastral Mapping
	Course	AI – 2010-2011 National USPAP Update

Qualifications of John F. Fiene (continued)

2010	Course	AI R40052 – Michigan Rules
	Course	IN 469 – Personal & Real Property Tax Abatements
	Course	IN 141 – Sales Disclosures
	Course	AI 1332 – Evaluating Commercial Construction
2011	Course	AI 420 - Business Practices and Ethics
	Course	AI 430BDM – Appraisal Curriculum Overview (General)
	Course	CE 1000 – USPAP Update 2012/13
2012	Seminar	AI – Loss Prevention for Real Estate Appraisers
2013	Course	IN 462 – Personal Property
	Course	RG2020 – Supervisory Appraiser Training
	Course	AI – 2014-2015 National USPAP Update
2014	Seminar	AI – Marketability Studies: The Six-Step Process
2015	Course	AASC 1015-1431- 2016-2017 National USPAP Update
2016	Seminar	AASC – Market Analysis & Comparable Sales Adjustments

OTHER ORGANIZATIONS

Arizona Appraisers Coalition (AACO)

Arizona Archaeological Society, Verde Valley Chapter

Arizona Association of Real Estate Appraisers

The Appraisal Foundation

- Elected to the Board of Trustees as an At-Large Trustee, with term commencing on January 1, 1993; re-elected for two three-year terms expiring December 31, 1999
- Appointed to the Board of Trustees by NAIFA to serve through December 31, 2000
- Elected to Assistant Treasurer of The Appraisal Foundation for 1998
- Elected to Treasurer of The Appraisal Foundation for 1999
- Publications Committee (Secretary 1993-1994) (Chairman 1995-1997 & 2000)
- Admissions Committee (1994-1996) (Chairman 1998)
- Executive Committee (1995-2000)
- Finance Committee (1998-2000) (Chairman 1999)
- Appraisal Standards & Qualifications Board Nominating Committee (2000)

Phoenix City Club

Frank Lloyd Wright Foundation as Friend of Taliesin

Westlaw Round Table Group

ADDITIONAL CERTIFICATION

Arizona Real Estate Salesman License, June 15, 1980

Basic Real Property Appraiser, Arizona Department of Revenue, December 15, 1981

Intermediate Real Property Appraiser, Arizona Department of Revenue, April 16, 1982

Level I Certified Indiana Assessor-Appraiser, IN State Bd. of Tax Commissioners, December 7, 1999

Level II Certified Indiana Assessor-Appraiser, IN State Bd. of Tax Commissioners, December 28, 1999

Certified Tax Representative, IN Dept. of Local Government Finance, May 20, 2003

Level III Certified Indiana Assessor-Appraiser, IN Dept. of Local Govt. Finance, September 4, 2012

Cherise Fullbright

From: Warren Campbell
Sent: Tuesday, September 3, 2019 8:04 AM
To: Cherise Fullbright; Susan Irvine
Subject: Fw: HPC Terms Expiring

From: Derek Pfaff
Sent: Wednesday, August 28, 2019 10:37 AM
To: Warren Campbell <WCampbell@sedonaaz.gov>
Subject: Re: HPC Terms Expiring

I'll seek reappointment.

Sent from my iPhone

On Aug 28, 2019, at 9:49 AM, Warren Campbell <WCampbell@sedonaaz.gov> wrote:

Brynn, Jack, and Derek,

I am writing to inform you that your HPC terms expire in October. Can each of you please let me know if you plan to seek reappointment. I will need to post a notice to fill vacancies soon and it will help me determine how hard I will have to beat the bush to find replacements or if all members want to return.

Thanks

Warren

Sedona City Hall is open for business Monday through Thursday from 7 a.m. to 6 p.m. and closed on Fridays. The Wastewater system maintenance remain on a Monday through Friday, 8 a.m. to 5 p.m. schedule. Police and maintenance services are not impacted.

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 · Fax: (928) 204-7105

**Please read the following instructions carefully before filling out your application.
TYPE OR PRINT CLEARLY IN INK ONLY.**

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A resume may be included with your application; however, you must complete all information requested on this application. Resume attached? Yes No

Name: Derek J. Pfaff

Mailing Address: Sedona, Arizona 86336

Phone: _____ Cellular Phone: _____

Email Address: _____

Are there any days you are not be available for an interview? No

Are you a resident of the City of Sedona? Yes No

If yes, how many years? <1

Have you previously been appointed by the City of Sedona to any position or served on any commission, board, committee or citizen engagement working groups other than the Historic Preservation Commission? Yes No

If so, what group and for what length of time? _____

The Historic Preservation Commission is a voluntary body made up of seven citizens appointed by City Council. The Historic Preservation Commission was established by Sedona City Council to promote the protection, enhancement and perpetuation of properties and areas of historic, cultural, archaeological, and aesthetic significance.

Typically, the Historic Preservation Commission meets the second Monday of the month at 4:00 p.m., in the Vultee Conference Room at City Hall, 102 Roadrunner, Building #106, Sedona.

In answering the following questions, if more space is required, please attach a separate sheet of paper.

RECEIVED

SEP 03 2019

CITY OF SEDONA
CITY CLERK'S OFFICE

Re-applied

RECEIVED

SEP 22 2016

CITY OF SEDONA
CITY CLERK'S OFFICE

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 · Fax: (928) 204-7105

1. Background experience and knowledge.

In 1998, the Arizona State Historic Preservation Office (SHPO) designated the City of Sedona as a Certified Local Government. To satisfy the City's Certified Local Government (CLG) Agreement with the SHPO, it is preferable that all Historic Preservation Commission members have experience or knowledge in at least one of the following areas: history, architectural history, architecture, historic interiors, historic architecture, planning, archaeology, historic archaeology, real estate, historic preservation law, or other historic preservation related field.

Which categories do you have experience and/or knowledge, check all that apply:

- Archaeologist/Archaeology
- Architect/Architecture/Architectural History
- Historian/History
- Real Estate
- Building Construction
- Historic Preservation Law
- Conservation/Preservation
- Land Use Planning
- Other related field (please explain) real estate attorney

2. Please explain your related experience or knowledge.

I received a Bachelor of Arts from the University of Arizona in 1993 with dual majors in Classics and Anthropology with an emphasis in archaeology, and have participated in excavations near Marana, Arizona, and Rome, Italy. I have been a real estate attorney since 1997 and am licensed in Texas and Nevada. My application for admission to practice in Arizona is currently pending. My practice primarily involves commercial real estate although I also have extensive experience in dealing with residential real estate matters. I'm also experienced in matters involving deed restrictions, planning and zoning, and eminent domain.

3. What are your perceptions of the duties, responsibilities and role of the Historic Preservation Commission? +

The role of the HPC is to preserve and protect properties and sites of architectural, historical and archaeological significance. In doing so, the HPC helps to preserve Sedona's unique character both from physical and social/cultural standpoints. The Commission holds hearings on applications to designate properties as landmarks. Properties receiving such a designation are thereby made subject to certain safeguards intended to preserve their appearance, prevent their demolition, etc. The Commission also makes recommendations to the City Council regarding Historic District designations which, if created by the Council, provide similar safeguards to properties within the districts.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office
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4. What do you hope to accomplish as a Commission/Board member?

I've lived in several cities over the years where there's a strong tendency to tear down older homes and other businesses, only to replace them with bland, cookie-cutter structures that either do not fit with the surrounding neighborhood, or when enough of them are built, completely alter the neighborhood's character and aesthetic. In addition to its natural beauty, one of the things that drew my family to Sedona was the uniqueness of many of its residential and business areas. I want to do my part to help preserve that.

5. How much time are you willing to devote to this position if you are appointed?

If I were appointed, I'd devote as much time as is needed to fulfill my duties as a member of the Commission.

6. What is your understanding of the Sedona Community Plan pertaining to Historic Preservation?

Generally speaking, the Plan sets out goals and aspirations in terms of growth, development, environmental and economic issues, among others. The Plan is not binding per se, but the expectation when crafting such a plan is that the City will pursue policies and pass ordinances that will advance its goals. The Plan acknowledges the benefits of historic preservation, identifies key issues affecting historic sites, and sets out a few short-term historic preservation goals.

7. What is your understanding of the Land Development Code's ordinance pertaining to Historic Preservation?

The ordinance created the Sedona Historic Preservation Commission and established its powers and responsibilities. It enables the HPC to provide assistance and incentives to owners of landmarks and properties located within Historic Districts.

The ordinance also sets forth the processes by which a property may be designated as a landmark by the Commission, or a Historic District may be established by City Council with input and assistance from the HPC and the Planning and Zoning Commission.

The ordinance establishes the processes a landowner must follow before altering or demolishing a landmark or a property within a Historic District. It sets forth criteria and other matters for the HPC to consider when evaluating a landowner's request for a Certificate of Appropriateness which must be obtained prior to work commencement.

In general terms, the ordinance also discusses the maintenance and repair of landmark properties, economic hardship as a possible grounds for removing landmark status, appeals, violations, and enforcement.

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
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8. If not currently a member of the Historic Preservation Commission, have you attended any Historic Preservation Commission meetings, and if so how many?

No

9. If currently a member of the Historic Preservation Commission, how many terms have you served on this Commission? Why are you reapplying?

N/A

10. What do you perceive are the top three issues facing the Historic Preservation Commission? Please consider both long and short-term issues.

a) Decreasing availability of vacant land will increase pressure on efforts to preserve older properties, particularly those perceived as not being used to their full potential. Commercial and residential redevelopment will be a major factor. b) It is important to find and maintain a proper balance between pursuing historic preservation while respecting the property rights of individuals and businesses. Wherever feasible, the HPC should pursue a collaborative approach with landowners (e.g., helping them understand the benefits of owning historic property).

11. Are there any projects that you are personally interested in as a Historic Preservation Commission member?

If it does not already do so, I would like for the HPC to actively seek out potential candidates for landmark status, and reach out to the applicable landowners. A targeted mailing or other form of communication expressing the Commission's interest in the property and explaining the potential benefits of applying for landmark status would be a good way of raising people's awareness of the HPC and its goals.

12. What is your understanding of a Certified Local Government (CLG) and how do you feel it relates to the Historic Preservation Commission?

A CLG is a city or other governmental entity that has obtained certification under a historic preservation program run by the National Park Service and the State Historic Preservation Office. In order to obtain certification, among other things, an entity needs to have a historic preservation commission, and laws and ordinances providing for the identification and preservation of historic sites. Once this certification is obtained, the governmental entity becomes eligible for historic preservation grants and other forms of assistance from the NPS and the SHPO. Having this certification is valuable as it provides additional historic preservation resources that are not otherwise available.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 · Fax: (928) 204-7105

Additional information. If you would like to explain or elaborate on the experiences or professional qualifications you have checked, please use this space:

N/A

To learn more about the Historic Preservation Commission's particular responsibilities, contact Audree Juhlin, Director, Sedona Community Development Department at 928-204-7107 or email ajuhlin@sedonaaz.gov.

Please return your completed application to the City Clerk's Office at Sedona City Hall located at 102 Roadrunner Drive, Sedona, AZ 86336. For more information about the application, interview, and selection process, please call (928) 282-3113.

Thank you for your interest in serving on Sedona's Historic Preservation Commission.

Answer to question 10 (continued):

c) Efforts should be made to identify properties that are potential landmarks and encourage landowners to apply for landmark designation. The older these properties become, the more susceptible they are to deterioration, neglect, vandalism, bad weather, redevelopment, etc., and it becomes increasingly unlikely that restoration and preservation will be feasible. The sooner such properties are brought within the protections afforded by the Historic Preservation Ordinance, the greater the chances that they can be preserved for posterity.

Derek J. Pfaff

Sedona, Arizona 86336

PROFESSIONAL EXPERIENCE

Fennemore Craig, P.C. – Attorney

Phoenix, Arizona
February 2016 to present

- have a well-developed practice involving representation of sellers, buyers, lenders, borrowers, developers, builders, landlords and tenants in all aspects of commercial real estate

Andrews Kurth LLP – Attorney

Houston, Texas
October 2001 to January 2016

- experienced in power plant and solar project development; helped develop firm's solar energy practice
- work extensively with eminent domain team in connection with voluntary and involuntary land acquisitions
- over ten years of experience representing regional hospital system with real property tax planning
- over 12 years of experience representing large national retail chain in developing shopping centers

Mayor, Day, Caldwell & Keeton, LLP – Attorney

Houston, Texas
January 2000 to October 2001

- practice focused on leasing, sales and development of commercial property with emphasis on multi-family housing and hospitality industry, including low income housing tax credit projects

Jolley, Urga, Wirth & Woodbury – Attorney

Las Vegas, Nevada
June 1997 to December 1999

- sole transactional associate with a general practice law firm
- practice primarily focused on real estate and corporate transactions
- represented celebrity chefs and high-end restaurants in connection with licensing issues

EDUCATION

University of Arizona, College of Law

Tucson, Arizona

Juris Doctor 1997

Summa Cum Laude, Order of the Coif

Executive Note Editor, *Arizona Law Review*

University of Arizona

Tucson, Arizona

Bachelor of Arts in Classics and Anthropology 1993

Magna Cum Laude

member of archaeological teams excavating Native American site near Marana, Arizona in 1990, and ancient Roman villa in 1991 and 1992

BAR ADMISSIONS

Nevada – 1997

Texas – 2001

Arizona – in process of seeking admission on motion



**CITY COUNCIL
AGENDA BILL**

**AB 2537
November 26, 2019
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Public hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona’s Consolidated Fee Schedule.

Department	City Clerk
Time to Present	5 minutes
Total Time for Item	15 minutes
Other Council Meetings	12-13-11, 11-27-12, 12-10-13, 11-25-14, 06-23-15, 11-24-15, 08-09-16, 11-22-16, 11-28-17, 04-24-18, 11-27-18
Exhibits	A. Proposed Resolution B. Proposed Ordinance

City Attorney Approval	Reviewed 11/18/19 SDC	Expenditure Required
		\$ 0
City Manager’s Recommendation	Approve the changes to the consolidated fee schedule.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background: On December 13, 2011, the City Council adopted Ordinance No. 2011-13. This ordinance set forth procedures governing the adoption and updating of a consolidated fee schedule. Per this ordinance, all City departments are required to review the consolidated fee schedule annually and recommend proposed changes to the schedule. Proposed changes are to contain an explanation for the need for the newly proposed fees and identify any fees that may be mandated by law and any requests for deletions or increases. The City Manager shall then place on the regular agenda of the City Council at least annually an action item and public hearing on the fee schedule.

Publication on the City’s internet site of proposed fee changes shall take place at least 60 days prior to adoption of any new fees or increases. The proposed changes to the consolidated fee schedule have been published on the City’s website since September 25, 2019. The proposed revisions to the consolidated fee schedule are set forth in the resolution submitted with this agenda bill. These revisions include the following:

Finance Department

- a) Lien Filing Fee increases from \$25 to \$50 to cover increased recording fee from \$9 to \$15 and to represent 84% cost recovery.
- b) Wastewater Account Set-Up Fee increases from \$25 to \$30 which represents 94% cost recovery.

Police Department

- a) Police Report Fee increases from \$5 for up to 20 pages to \$10 for up to 20 pages.
- b) Accident Report Fee is a new fee of \$8 for up to 20 pages.
- c) Off-Duty Police Officer Service; Off-Duty Police Sergeant Service (when required and acting in a supervisory capacity); and City Police Vehicle Fee (per vehicle required for employees) change from the various amounts on the schedule to a \$62 per hour (flat fee) which more closely represents actual costs to the City.

Public Works/Engineering Services Department:

- a) Changes to the methodology for cost recovery for Grading Permits and Grading Plan Review resulted in small increases to the fees as shown on the proposed changes schedule included with Exhibit A.
- b) Outdoor Dining Agreement proposes changing from a flat fee of \$100 per year to \$1.00 per square foot per month for outdoor dining space within the right-of-way.
- c) Change of Address Requests increase from \$25 to \$43 to reflect new methodology for cost recovery.
- d) Wastewater Permit Inspections Outside Business Hours and Grading Permit Inspections Outside Business Hours increase from \$55 per hour (2-hour minimum) to \$65 per hour (2-hour minimum) to reflect new methodology for cost recovery. (Please note that this was posted as \$130 per hour on the website, but that was the total for 2 hours at \$65 per hour. The resolution reflects the correct amount of \$65 per hour. Since the hourly amount is less than what was posted, we do not have to repost for another 60 days.)

Wastewater Department:

- a) This reflects an increase of 3.22% for capacity fees which is based on the Engineering News Construction Cost Inflation Factor increase from January 2018 to January 2019 as recommended in the prior wastewater rate study.
- b) Categories were also revised.

If adopted, the proposed changes will take effect on January 1, 2020.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): The Council can decline to adopt the proposed changes to the Consolidated Fee Schedule and the schedule would remain unchanged.

MOTION

I move to: approve Resolution No. 2019-__ creating a public record entitled “2019 Amendments to the Sedona Consolidated Fee Schedule.”

(After First Reading)

I move to: approve Ordinance No. 2019-__, adopting proposed changes to the Consolidated Fee Schedule.

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD PROPOSED AMENDMENTS TO
THE CONSOLIDATED FEE SCHEDULE.**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the terms set forth in that document attached hereto as Exhibit A and entitled "2019 Amendments to the Sedona Consolidated Fee Schedule" constitute a public record to be incorporated by reference into Ordinance No. 2019-__.

At least one (1) paper copy and one (1) electronic copy of this public record shall be kept in the office of the City Clerk for public use and inspection.

PASSED AND ADOPTED this 29th day of November, 2019, by the Mayor and Council of the City of Sedona, Arizona.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

**EXHIBIT A
2019 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>FINANCE</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
Lien Filing Fee	\$25 (added to the amount of the lien)	<u>Based on an analysis of personnel and overhead, this fee is currently at 42% cost recovery. In addition, the county recording fees were just increased from \$9 per recording to \$15 per recording.</u>	<u>Increase to \$50 (represents 84% cost recovery)</u>
Wastewater Account Set-Up Fee	\$25	<u>Based on an analysis of personnel and overhead, this fee is currently at 78% cost recovery.</u>	<u>Increase to \$30 (represents 94% cost recovery)</u>

<u>POLICE DEPARTMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
Police Report ¹	\$5 up to 20 pages	\$0.25 per additional page over 20 pages	<u>\$10 up to 20 pages</u>
<u>Accident Report</u>		<u>\$0.25 per additional page over 20 pages</u>	<u>\$8 up to 20 pages</u>
<u>CD-ROM/DVD/Electronic Files</u>	\$15		
Off-Duty Police Officer Service Off-Duty Police Sergeant Service (when required and acting in a supervisory capacity) City Police Vehicle Fee (per vehicle required for employees)	\$46.26 per hour \$56.24 per hour \$5.00 per hour		<u>\$62.00 per hour (flat fee)</u>

¹ Victims of crimes, including domestic violence, will not be charged a fee for a single copy of the police report prepared in connection with the Police Department's investigation of the offense.

<u>PUBLIC WORKS/ENGINEERING SERVICES</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
Grading Permit			Proposed fee methodology: Salary (S) x benefit factor (BF) x time (T) = new rounded up fee S = \$28/hr BF = 1.3 T = hours (varies)
• 0 – 50 CY	\$10		$28 \times 1.3 \times 0.25 = \10
• 51 – 100 CY	\$18		$28 \times 1.3 \times 0.5 = \19
• 101 – 1,000 CY	\$36 for the first 100 CY	Plus \$18 for each additional 100 CY or fraction thereof	$28 \times 1.3 \times 1 = \37 Plus \$19/100 CY
• 1,001 – 10,000 CY	\$198 for the first 1,000 CY	Plus \$18 for each additional 1,000 CY or fraction thereof	$28 \times 1.3 \times 5.5 = \201 Plus \$19/100 CY
• 10,001 – 100,000 CY	\$360 for the first 10,000 CY	Plus \$20 for each additional 10,000 CY or fraction thereof	$28 \times 1.3 \times 10 = \364 Plus \$21/100 CY
• 100,001 – 200,000 CY	\$538 for the first 100,000 CY	Plus \$20 for each additional 10,000 CY or fraction thereof	$28 \times 1.3 \times 15 = \546 Plus \$21/100 CY
• 200,000 CY +	\$736 for the first 200,000 CY	Plus \$25 for each additional 10,000 CY or fraction thereof	$28 \times 1.3 \times 20.5 = \747 Plus \$26/100 CY

<u>PUBLIC WORKS/ENGINEERING SERVICES</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
Grading Plan Review			<u>Last adjusted in 2017. Proposed to be adjusted by 3% as salaries increased. 2 years x 3% = 6% increase.</u>
• 0 – 100 CY	\$10		<u>\$11</u>
• 101 – 1,000 CY	\$36		<u>\$39</u>
• 1,001 – 10,000 CY	\$51		<u>\$54</u>
• 10,001 – 100,000 CY	\$55 for the first 10,000 CY	Plus \$10 for each additional 10,000 cubic yards or fraction thereof	<u>\$59 and \$11</u>
• 100,001 – 200,000 CY	\$145 for the first 100,000 CY	Plus \$6 for each additional 10,000 cubic yards or fraction thereof	<u>\$154 and \$7</u>
• 200,000 CY +	\$199 for the first 200,000 CY	Plus \$3 for each additional 10,000 cubic yards or fraction thereof	<u>\$211 and \$4</u>
• <u>Additional Meetings</u>			<u>2 staff x \$28/hr x 1.3 = \$73</u>
• Inspection Outside Business Hours	\$55 per hour – 2 hour minimum		<u>1 staff x \$25/hr x 1.3 BF x 2.0 overtime factor x 1 hr = \$65 per hour - 2 hour minimum</u>

<u>PUBLIC WORKS/ENGINEERING SERVICES</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
<ul style="list-style-type: none"> Re-Inspection 	\$55 per hour – 1 hour minimum		$2 \text{ staff} \times \$28/\text{hr} \times 1.3 = \underline{\$73}$
Right of Way Utility Permit			
<ul style="list-style-type: none"> <u>Outdoor Dining Agreement</u> 	<u>\$100 per year</u>		<u>Based on research of public information the proposed fee is determined to be \$1.00 per square foot per month for outdoor dining space within the ROW.</u>
Other Services Provided			
<ul style="list-style-type: none"> Change of Address Request, Including Processing, Notification and Updates 	\$25 per request when change is not due to addressing error or not the initial address		<u>Average salary of those involved is \$26.5 x 1.25 hours x 1.3 BF = \$43</u>
Wastewater Permits:			
<ul style="list-style-type: none"> Inspection Outside Business Hours 	\$55 per hour – 2 hour minimum		$1 \text{ staff} \times \$25/\text{hr} \times 1.3 \text{ BF} \times 2.0 \text{ overtime factor} \times 1 \text{ hr} = \underline{\$65 \text{ per hour} - 2 \text{ hour minimum}}$

WASTEWATER			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
Wastewater Capacity Fees:			<u>All increases proposed below are based on the Engineering News Construction Cost Inflation Factor 3.22% increase from January 2018 to January 2019.</u>
<ul style="list-style-type: none"> Residential Capacity Units = Connection 	\$10,633.64		<u>\$10,976.04</u>
<ul style="list-style-type: none"> Multi Family/Apartments Capacity Units = Dwelling Unit 	\$8,216.25		<u>\$8,480.81</u>
<ul style="list-style-type: none"> ADU – Accessory Dwelling Unit Capacity Units = Dwelling Unit 	\$5,316.83		<u>\$5,488.03</u>
<ul style="list-style-type: none"> Resort – Cottages, Villas Capacity Units = Connection 	\$13,064.25		<u>\$13,484.92</u>
<ul style="list-style-type: none"> Car Wash with Recycle Capacity Units = Bay 	\$17,244.79		<u>\$17,800.07</u>
<ul style="list-style-type: none"> Car Wash without Recycle Capacity Units = Bay 	\$25,867.19		<u>\$26,700.11</u>
<ul style="list-style-type: none"> Fitness Center/Beauty Salon Billing Unit = 100 sq. ft. 	\$1,045.14		<u>\$1,078.79</u>
<ul style="list-style-type: none"> Private Tour Jeep & Rental OHV/Jeep Washing Billing Unit = Vehicle 	\$695.61		<u>\$718.01</u>
<ul style="list-style-type: none"> Mortuaries Billing Unit = Connection 	\$25,736.55		<u>\$26,565.27</u>

WASTEWATER			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
<ul style="list-style-type: none"> Offices, Medical Building, Manufacturing, Contractors Billing Unit = 100 sq. ft. 	\$261.29		<u>\$269.70</u>
<ul style="list-style-type: none"> Laundromat (efficiency) Billing Unit = Machine 	\$7,707.90		<u>\$7,956.09</u>
<ul style="list-style-type: none"> Laundromat (12-18 lb.) Billing Unit = Machine 	\$9,928.82		<u>\$10,248.53</u>
<ul style="list-style-type: none"> Laundromat (25-35 lb.) Billing Unit = Machine 	\$13,848.09		<u>\$14,294.00</u>
<ul style="list-style-type: none"> Laundromat (50 lb.) Billing Unit = Machine 	\$20,249.57		<u>\$20,901.61</u>
<ul style="list-style-type: none"> Restaurant Billing Unit = 100 sq. ft. 	\$3,864.09		<u>\$3,988.51</u>
<ul style="list-style-type: none"> Restaurant with Patio Seats (Seasonal) Billing Unit = 100 sq. ft. 	\$1,932.04		<u>\$1,994.25</u>
<ul style="list-style-type: none"> Restaurant Take-out (Food Prep Area) Billing Unit = 100 sq. ft. 	\$1,172.95		<u>\$1,210.72</u>
<ul style="list-style-type: none"> Bar/coffee/tea/tasting room without Dining Facility Capacity Units = 100 sq. ft. 	\$1,424.86		<u>\$1,470.74</u>
<ul style="list-style-type: none"> Bar/coffee/Tea/Tasting Room without Dining with patio seats (Seasonal) Capacity Units = 100 sq. ft. 	\$712.43		<u>\$735.37</u>
<ul style="list-style-type: none"> Department, Retail Stores Capacity Units = 100 sq. ft. 	\$228.30		<u>\$235.65</u>

WASTEWATER			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase
<ul style="list-style-type: none"> Market Capacity Units = 100 sq. ft. 	\$1,066.42		<u>\$1,100.76</u>
<ul style="list-style-type: none"> Repair Shops, Service Stations Capacity Units = 100 sq. ft. 	\$253.04		<u>\$261.19</u>
<ul style="list-style-type: none"> Hotel, Motel, RV Park, Bed and Breakfast Capacity Units = Room 	\$6,531.63		<u>\$6,741.95</u>
<ul style="list-style-type: none"> Theaters, Libraries, Churches, Assembly Capacity Units = Building Occupant Capacity 	\$130.45		<u>\$134.65</u>
<ul style="list-style-type: none"> School, College with Gym Showers Billing Units = 100 sq ft 	\$326.61		<u>\$337.13</u>
<ul style="list-style-type: none"> School, College with Café Billing Units = 100 sq ft 	\$261.29		<u>\$269.70</u>
<ul style="list-style-type: none"> School, College without Gym or Café Billing Units = 100 sq ft 	\$195.97		<u>\$202.28</u>
<ul style="list-style-type: none"> Public Restroom Billing Unit = per Toilet/Urinal (each) 	\$13,064.36		<u>\$13,485.03</u>
<ul style="list-style-type: none"> Swimming Pool Billing Unit = 1 cubic foot 	\$1.09		<u>Remove this category</u>

ORDINANCE NO. 2019-__

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ADOPTING PROPOSED AMENDMENTS TO THE SEDONA
CONSOLIDATED FEE SCHEDULE.**

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

Section 1: Adoption of Consolidated Fee Schedule

That document made a public record by Resolution 2019-__ and entitled "2019 Amendments to the Sedona Consolidated Fee Schedule" is hereby and approved and all amendments to the Consolidated Fee Schedule set forth therein will become effective on January 1, 2020, or when as so indicated in the schedule.

Section 2: 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 26th day of November, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2516
November 26, 2019
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action regarding approval of a Resolution and Ordinance revising Chapter 5.25 of the Sedona City Code (Short-Term Rental Regulation) to include the authority provided in HB 2672.

Department	City Attorney
Time to Present	10 minutes
Total Time for Item	60 minutes
Other Council Meetings	February 26, 2019, August 14, 2019
Exhibits	A. Proposed Resolution with Redlined Ordinance B. Proposed Ordinance C. HB 2672

City Attorney Approval	Reviewed 11/18/19 SDC	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a resolution and ordinance revising Chapter 5.25.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

On May 21, 2019, Governor Ducey signed HB 2672 into law. Among other things, HB 2672 provides cities and towns additional, albeit limited, authority to regulate short-term rentals of residential properties ("Short-Term Rentals") and imposes additional legal requirements on owners and operators of Short-Term Rentals. The proposed revisions to Chapter 5.25 of the Sedona City Code discussed herein incorporate these additional authorities and legal requirements into Sedona's Short-Term Rental ordinance.

Background: In May 2016, Governor Ducey signed HB 1350 which prohibited cities and towns from banning short-term rentals. In response to concerns from cities and towns in the wake of HB 1350, Governor Ducey signed HB 2672 on May 21, 2019. HB 2672 expressly prohibits Short-Term Rentals from being used for nonresidential uses, including for special events or for any retail, restaurant, banquet space, or other similar use. See HB2672, A.R.S. § 9-500.39(F), attached hereto as Exhibit C.

In addition, HB 2672 prohibits Short-Term Rentals from being rented or offered for rent without the operator first having a current, valid Transaction Privilege Tax license, and further

requires the operator of any Short-Term Rental to list the Transaction Privilege Tax license number on each advertisement offering the property for rent. See HB2672, A.R.S. § 42-5042(A), attached hereto as Exhibit C.

Although HB 2672 still prohibits cities and towns from banning Short-Term Rentals, the legislation does give cities and towns the following additional, limited regulatory authority:

1. Cities and towns can now require owners of Short-Term Rentals to provide emergency contact information **prior to** advertising or renting their property;
2. Cities and towns can impose civil penalties on owners of Short-Term Rentals who fail to provide contact information, allow their properties to be used for nonresidential purposes, or fail to obtain a Transaction Privilege Tax license before renting their property or offering their property for rent; and
3. Cities and towns can impose civil penalties on operators of Short-Term Rentals who fail to list the Transaction Privilege Tax license number on each advertisement offering the property for rent.

See HB 2672, A.R.S. §§ 9-500.39(B)(4) and 42-500.39(B), attached hereto as Exhibit C.

Under HB 2672, cities and towns retain their existing authority to regulate Short-Term Rentals to protect public health and safety and enforce residential use and zoning ordinances, including ordinances related to noise, parking, solid waste, property maintenance, and other nuisance issues. See HB 2672, A.R.S. § 9-500.39(B)(1) and (2), attached hereto as Exhibit C.

In accordance with HB 2672, the City Attorney's Office recommends revising Chapter 5.25 of the Sedona City Code to:

1. Require owners of Short-Term Rentals to provide emergency contact information to the City **prior to** advertising for rent or renting their property;
2. Prohibit Short-Term Rentals from being used for non-residential uses, including for any special event that would require a permit or license pursuant to Section 5.05.303(B) of the Sedona City Code, or as a retail establishment, restaurant, banquet space, or any other similar use;
3. Require operators of Short-Term Rentals to obtain a Transaction Privilege Tax license before renting their property or offering their property for rent;
4. Require operators of Short-Term Rentals to list the Transaction Privilege Tax license number on each advertisement offering the property for rent; and
5. Create a new Section 5.25.060 establishing civil penalties consistent with Section 1.15.010 of the Sedona City Code.

On August 14, 2019, the City Attorney's Office brought proposed draft changes to Chapter 5.25 of the Sedona City Code to the Council for review and comment. Council requested further clarification of language regarding the obligation of property owners to respond to the City in the event of complaints, emergencies, or other incidents at their properties. In addition, the City Manager's Office wished to clarify language in the ordinance regarding zoning districts.

These proposed revisions, along with the original revisions presented in August, are set forth in a red-lined version of Chapter 5.25 of the Sedona City Code, attached hereto as Exhibit A.

Community Plan Compliant: Yes - No - Not Applicable

Chapter 3 of the Community Plan addresses Land Use, Housing, and Growth. Regulating short-term rental properties to the maximum extent allowable under state law will help ensure that Sedona can preserve its natural environment and scenic resources and retain its sense of community and “small town” character.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A.

MOTION

I move to: approve Resolution No. 2019-___ amending Sedona City Code Chapter 5.25 regulating short-term rental properties.

(After First Reading)

I move to: adopt Ordinance No. 2019-___, an ordinance of the City of Sedona, Arizona, amending the City Code Chapter 5.25 (Short-Term Rental Regulation); providing for a savings clause; and providing for repeal of any Ordinance or parts of Ordinances or Code provisions in conflict herewith.

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD THE TERMS OF PROPOSED
AMENDMENTS TO CITY CODE CHAPTER 5.25.010
(SHORT TERM RENTAL REGULATION).**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the terms set forth in that document attached hereto as Exhibit A and entitled "2019 Amendments to City Code Short Term Rental Regulation Provisions" constitute a public record to be incorporated by reference into Ordinance No. 2019-__.

At least one (1) paper copy and one (1) electronic copy of this public record shall be kept in the office of the City Clerk for public use and inspection.

PASSED AND ADOPTED this 26th day of November, 2019 by the Mayor and Council of the City of Sedona, Arizona.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert Pickels, Jr., City Attorney

Exhibit A

2019 Amendments to the City Code Short Term Rental Provisions

Chapter 5.25 SHORT-TERM RENTAL REGULATION

Sections:

- [5.25.010](#) Title.
- [5.25.020](#) Findings and purpose.
- [5.25.030](#) Definitions.
- [5.25.040](#) ~~Emergency Contact~~[Business license requirement.](#)
- [5.25.050](#) ~~Use regulations~~[Emergency contact.](#)
- [5.25.060](#) ~~Penalties~~[Use regulations.](#)

5.25.010 Title.

This chapter shall be known as the city of Sedona short-term rental regulation chapter. [Ord. 2008-01, 1-22-08; Ord. 2016-06 § 1, 10-11-2016 (Res. 2016-29 Exh. A, 10-11-2016); Ord. 2016-12 § 1, 12-13-2016 (Res. 2016-37 (Exh. A), 12-13-2016). Code 2006 § 8-4-1].

5.25.020 Findings and purpose.

The city of Sedona is committed to maintaining its small-town character, scenic beauty, and natural resources that are the foundation of its economic strength and quality of life. (Sedona Community Plan, Section 9.2, Recommendations Goal 1.0.) The purpose of this chapter is to safeguard the public health and safety of the residents of Sedona and their visitors and guests while preserving the residential character of neighborhoods, minimizing nuisances, and providing equity with other residential and commercial uses. Therefore, in an attempt to further promote the aims and goals of the Sedona Community Plan, the city does hereby adopt the following provisions in an attempt to protect the public's health and safety in residential neighborhoods. [Ord. 2008-01, 1-22-08; Ord. 2016-06 § 1, 10-11-2016 (Res. 2016-29 Exh. A, 10-11-2016); Ord. 2016-12 § 1, 12-13-2016 (Res. 2016-37 (Exh. A), 12-13-2016). Code 2006 § 8-4-2].

5.25.030 Definitions.

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

"Emergency point of contact" means the identity and a 24-hour telephone number for the person, enterprise, or agency who is the owner, proprietor, or representative of a short-term rental or transient lodging establishment.

"Transient lodging" means the business of operating for occupancy by transients a hotel or motel, including an inn, tourist home or house, dude ranch, resort, campground, studio or bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house

trailer at a fixed location, or other similar structure, and also including a space, lot, or slab that is occupied or intended or designed for occupancy by transients in a mobile home or trailer furnished by them for such occupancy.

“Vacation rental” or “short-term rental” means any individually or collectively owned single-family or one-to four-family house or dwelling unit or any unit or group of units in a condominium, cooperative or timeshare, that is also a transient public lodging establishment or owner-occupied residential home offered for transient use if the accommodations are not classified for property taxation under A.R.S. § [42-12001](#). “Vacation rental” and “short-term rental” do not include a unit that is used for any nonresidential use, including retail, restaurant, banquet space, event center, or another similar use. [Ord. 2008-01, 1-22-08; Ord. 2016-06 § 1, 10-11-2016 (Res. 2016-29 Exh. A, 10-11-2016); Ord. 2016-12 § 1, 12-13-2016 (Res. 2016-37 (Exh. A), 12-13-2016). Code 2006 § 8-4-3].

5.25.040 Emergency contact.

~~Before renting the property or offering the property for rent, the owner of any vacation rental, short-term rental, or transient lodging establishment shall provide the city with emergency contact information for the owner or the owner’s designee who is responsible for responding to complaints, emergencies, or other incidents at any time of day in a timely manner. For every short-term rental, vacation rental, or transient lodging establishment within the City of Sedona, the owner shall provide to the City Finance Department the designation of an emergency point of contact on a form provided which shall include a current, valid telephone number at which an immediate, 24-hour response may be obtained to address an accident, medical emergency, natural disaster, law enforcement response, or other serious incident that requires immediate attention at the premises on which the short-term rental, vacation rental, or transient lodging activity is occurring.~~ The emergency contact information shall be posted in a prominent and visible location inside the short-term rental, vacation rental, or transient lodging establishment. [Ord. 2008-01, 1-22-08; Ord. 2016-06 § 1, 10-11-2016 (Res. 2016-29 Exh. A, 10-11-2016); Ord. 2016-12 § 1, 12-13-2016 (Res. 2016-37 (Exh. A), 12-13-2016). Code 2006 § 8-4-5].

5.25.050 Use regulations.

The Sedona Land Development Code district regulations shall be applied to a short-term rental, vacation rental, or transient lodging establishment in the same manner as other property classified under A.R.S. §§ [42-12003](#) and [42-12004](#). The use of any short-term rental, vacation rental, or transient lodging establishment in any single-family residential district shall be limited to the uses identified in the Sedona Land Development Code for that particular ~~single-family residential~~ zoning district. ~~No vacation rental, short-term rental, or transient lodging establishment shall be used for nonresidential uses, including for any special event that would require a permit or license pursuant to Sedona City Code § 5.05.030(B) or as a retail establishment, restaurant, banquet space, or any other similar use. No vacation rental, short-term rental, or transient lodging establishment shall be rented or offered for rent without a current, valid Transaction Privilege Tax license. The operator of any vacation rental, short-term rental, or transient lodging establishment shall list the Transaction Privilege Tax license number on each advertisement offering the property for rent.~~ [Ord. 2008-01, 1-22-08; Ord. 2015-09 § 1, 6-23-15; Ord. 2016-06 § 1, 10-

11-2016 (Res. 2016-29 Exh. A, 10-11-2016); Ord. 2016-12 § 1, 12-13-2016 (Res. 2016-37 (Exh. A), 12-13-2016). Code 2006 § 8-4-6].

5.25.060 Penalties.

Failure to comply with the emergency contact provisions and use regulations set forth above may subject the owner of the short-term rental, vacation rental, or transient lodging establishment to civil penalties under Sedona City Code § 1.15.010.

ORDINANCE NO. 2019-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE CITY CODE CHAPTER 5.25.010 (SHORT TERM RENTAL REGULATION); PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, it is the intention of the City Council to provide further clarity and ease of administration of those provisions set forth in Chapter 5.25.010 relating to the rental of residential properties for less than thirty (30) days.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Amendment of Chapter 5.25.010 (Short Term Rental Regulation)

Chapter 5.25.010 of the Sedona City Code is hereby amended by incorporating by reference those changes set forth in that public record entitled “*2019 Amendments to the City Code Short Term Rental Regulation*” and established as a public record by Resolution No. 2019-__ 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 City Council of the City of Sedona, Arizona, this 26th day of November, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert Pickels, Jr., City Attorney

State of Arizona
House of Representatives
Fifty-fourth Legislature
First Regular Session
2019

CHAPTER 240
HOUSE BILL 2672

AN ACT

AMENDING SECTIONS 9-500.39 AND 11-269.17, ARIZONA REVISED STATUTES; AMENDING TITLE 42, CHAPTER 1, ARTICLE 3, ARIZONA REVISED STATUTES, BY ADDING SECTION 42-1125.02; AMENDING SECTIONS 42-2001 AND 42-2003, ARIZONA REVISED STATUTES; AMENDING TITLE 42, CHAPTER 5, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 42-5042; RELATING TO VACATION RENTALS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 9-500.39, Arizona Revised Statutes, is amended
3 to read:

4 9-500.39. Limits on regulation of vacation rentals and
5 short-term rentals; state preemption; definitions

6 A. A city or town may not prohibit vacation rentals or short-term
7 rentals.

8 B. A city or town may not restrict the use of or regulate vacation
9 rentals or short-term rentals based on their classification, use or
10 occupancy EXCEPT AS PROVIDED IN THIS SECTION. A city or town may regulate
11 vacation rentals or short-term rentals for the following purposes:

12 1. ~~Protection of~~ PROTECTING the public's health and safety,
13 including rules and regulations related to fire and building codes, health
14 and sanitation, transportation or traffic control, solid or hazardous
15 waste and pollution control, and designation of an emergency point of
16 contact, if the city or town demonstrates that the rule or regulation is
17 for the primary purpose of protecting the public's health and safety.

18 2. Adopting and enforcing residential use and zoning ordinances,
19 including ordinances related to noise, protection of welfare, property
20 maintenance and other nuisance issues, if the ordinance is applied in the
21 same manner as other property classified under sections 42-12003 and
22 42-12004.

23 3. Limiting or prohibiting the use of a vacation rental or
24 short-term rental for the purposes of housing sex offenders, operating or
25 maintaining a sober living home, selling illegal drugs, liquor control or
26 pornography, obscenity, nude or topless dancing and other adult-oriented
27 businesses.

28 4. REQUIRING THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
29 PROVIDE THE CITY OR TOWN WITH CONTACT INFORMATION FOR THE OWNER OR THE
30 OWNER'S DESIGNEE WHO IS RESPONSIBLE FOR RESPONDING TO COMPLAINTS IN A
31 TIMELY MANNER IN PERSON, OVER THE PHONE OR BY E-MAIL AT ANY TIME OF DAY
32 BEFORE OFFERING FOR RENT OR RENTING THE VACATION RENTAL OR SHORT-TERM
33 RENTAL.

34 C. WITHIN THIRTY DAYS AFTER A VERIFIED VIOLATION, A CITY OR TOWN
35 SHALL NOTIFY THE DEPARTMENT OF REVENUE AND THE OWNER OF THE VACATION
36 RENTAL OR SHORT-TERM RENTAL OF THE VERIFIED VIOLATION OF THE CITY'S OR
37 TOWN'S APPLICABLE LAWS, REGULATIONS OR ORDINANCES AND, IF THE OWNER OF THE
38 VACATION RENTAL OR SHORT-TERM RENTAL RECEIVED THE VERIFIED VIOLATION,
39 WHETHER THE CITY OR TOWN IMPOSED A CIVIL PENALTY ON THE OWNER OF THE
40 VACATION RENTAL OR SHORT-TERM RENTAL AND THE AMOUNT OF THE CIVIL PENALTY,
41 IF ASSESSED. IF MULTIPLE VERIFIED VIOLATIONS ARISE OUT OF THE SAME
42 RESPONSE TO AN INCIDENT AT A VACATION RENTAL OR SHORT-TERM RENTAL, THOSE
43 VERIFIED VIOLATIONS ARE CONSIDERED ONE VERIFIED VIOLATION FOR THE PURPOSE
44 OF ASSESSING CIVIL PENALTIES PURSUANT TO SECTION 42-1125, SUBSECTION AA.

1 D. IF THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL HAS
2 PROVIDED CONTACT INFORMATION TO A CITY OR TOWN PURSUANT TO SUBSECTION B,
3 PARAGRAPH 4 OF THIS SECTION AND IF THE CITY OR TOWN ISSUES A CITATION FOR
4 A VIOLATION OF THE CITY'S OR TOWN'S APPLICABLE LAWS, REGULATIONS OR
5 ORDINANCES OR A STATE LAW THAT OCCURRED ON THE OWNER'S VACATION RENTAL OR
6 SHORT-TERM RENTAL PROPERTY, THE CITY OR TOWN SHALL MAKE A REASONABLE
7 ATTEMPT TO NOTIFY THE OWNER OR THE OWNER'S DESIGNEE OF THE CITATION WITHIN
8 SEVEN BUSINESS DAYS AFTER THE CITATION IS ISSUED USING THE CONTACT
9 INFORMATION PROVIDED PURSUANT TO SUBSECTION B, PARAGRAPH 4 OF THIS
10 SECTION. IF THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL HAS NOT
11 PROVIDED CONTACT INFORMATION PURSUANT TO SUBSECTION B, PARAGRAPH 4 OF THIS
12 SECTION, THE CITY OR TOWN IS NOT REQUIRED TO PROVIDE SUCH NOTICE.

13 ~~E.~~ E. This section does not exempt an owner of a residential
14 rental property, as defined in section 33-1901, from maintaining with the
15 assessor of the county in which the property is located information
16 required under title 33, chapter 17, article 1.

17 F. A VACATION RENTAL OR SHORT-TERM RENTAL MAY NOT BE USED FOR
18 NONRESIDENTIAL USES, INCLUDING FOR A SPECIAL EVENT THAT WOULD OTHERWISE
19 REQUIRE A PERMIT OR LICENSE PURSUANT TO A CITY OR TOWN ORDINANCE OR A
20 STATE LAW OR RULE OR FOR A RETAIL, RESTAURANT, BANQUET SPACE OR OTHER
21 SIMILAR USE.

22 ~~G.~~ G. For the purposes of this section:

23 1. "Transient" has the same meaning prescribed in section 42-5070.

24 2. "Vacation rental" or "short-term rental" means any individually
25 or collectively owned single-family or one-to-four-family house or
26 dwelling unit or any unit or group of units in a condominium, cooperative
27 or timeshare, that is also a transient public lodging establishment or
28 owner-occupied residential home offered for transient use if the
29 accommodations are not classified for property taxation under section
30 42-12001. Vacation rental and short-term rental do not include a unit
31 that is used for any nonresidential use, including retail, restaurant,
32 banquet space, event center or another similar use.

33 3. "VERIFIED VIOLATION" MEANS A FINDING OF GUILT OR CIVIL
34 RESPONSIBILITY FOR VIOLATING ANY STATE LAW OR LOCAL ORDINANCE RELATING TO
35 A PURPOSE PRESCRIBED IN SUBSECTION B OR F OF THIS SECTION THAT HAS BEEN
36 FINALLY ADJUDICATED.

37 Sec. 2. Section 11-269.17, Arizona Revised Statutes, is amended to
38 read:

39 11-269.17. Limits on regulation of vacation rentals and
40 short-term rentals; state preemption;
41 definitions

42 A. A county may not prohibit vacation rentals or short-term
43 rentals.

44 B. A county may not restrict the use of or regulate vacation
45 rentals or short-term rentals based on their classification, use or

1 occupancy EXCEPT AS PROVIDED IN THIS SECTION. A county may regulate
2 vacation rentals or short-term rentals for the following purposes:
3 1. ~~Protection of~~ PROTECTING the public's health and safety,
4 including rules and regulations related to fire and building codes, health
5 and sanitation, transportation or traffic control, solid or hazardous
6 waste and pollution control, and designation of an emergency point of
7 contact, if the county demonstrates that the rule or regulation is for the
8 primary purpose of protecting the public's health and safety.
9 2. Adopting and enforcing residential use and zoning ordinances,
10 including ordinances related to noise, protection of welfare, property
11 maintenance and other nuisance issues, if the ordinance is applied in the
12 same manner as other property classified under sections 42-12003 and
13 42-12004.
14 3. Limiting or prohibiting the use of a vacation rental or
15 short-term rental for the purposes of housing sex offenders, operating or
16 maintaining a sober living home, selling illegal drugs, liquor control or
17 pornography, obscenity, nude or topless dancing and other adult-oriented
18 businesses.
19 4. REQUIRING THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
20 PROVIDE THE COUNTY WITH CONTACT INFORMATION FOR THE OWNER OR THE OWNER'S
21 DESIGNEE WHO IS RESPONSIBLE FOR RESPONDING TO COMPLAINTS IN A TIMELY
22 MANNER IN PERSON, OVER THE PHONE OR BY E-MAIL AT ANY TIME OF DAY BEFORE
23 OFFERING FOR RENT OR RENTING THE VACATION RENTAL OR SHORT-TERM RENTAL.
24 C. WITHIN THIRTY DAYS AFTER A VERIFIED VIOLATION, A COUNTY SHALL
25 NOTIFY THE DEPARTMENT OF REVENUE AND THE OWNER OF THE VACATION RENTAL OR
26 SHORT-TERM RENTAL OF THE VERIFIED VIOLATION OF THE COUNTY'S APPLICABLE
27 LAWS, REGULATIONS OR ORDINANCES AND, IF THE PROPERTY OWNER RECEIVED THE
28 VERIFIED VIOLATION, WHETHER THE COUNTY IMPOSED A CIVIL PENALTY ON THE
29 OWNER OF THE VACATION RENTAL OR SHORT-TERM RENTAL AND THE AMOUNT OF THE
30 CIVIL PENALTY, IF ASSESSED. IF MULTIPLE VERIFIED VIOLATIONS ARISE OUT OF
31 THE SAME RESPONSE TO AN INCIDENT AT A VACATION RENTAL OR SHORT-TERM
32 RENTAL, THOSE VERIFIED VIOLATIONS ARE CONSIDERED ONE VERIFIED VIOLATION
33 FOR THE PURPOSE OF ASSESSING CIVIL PENALTIES PURSUANT TO SECTION 42-1125,
34 SUBSECTION AA.
35 D. IF THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL HAS
36 PROVIDED CONTACT INFORMATION TO A COUNTY PURSUANT TO SUBSECTION B,
37 PARAGRAPH 4 OF THIS SECTION AND IF THE COUNTY ISSUES A CITATION FOR A
38 VIOLATION OF THE COUNTY'S APPLICABLE LAWS, REGULATIONS OR ORDINANCES OR A
39 STATE LAW THAT OCCURRED ON THE OWNER'S VACATION RENTAL OR SHORT-TERM
40 RENTAL PROPERTY, THE COUNTY SHALL MAKE A REASONABLE ATTEMPT TO NOTIFY THE
41 OWNER OR THE OWNER'S DESIGNEE OF THE CITATION WITHIN SEVEN BUSINESS DAYS
42 AFTER THE CITATION IS ISSUED USING THE CONTACT INFORMATION PROVIDED
43 PURSUANT TO SUBSECTION B, PARAGRAPH 4 OF THIS SECTION. IF THE OWNER OF A
44 VACATION RENTAL OR SHORT-TERM RENTAL HAS NOT PROVIDED CONTACT INFORMATION

1 PURSUANT TO SUBSECTION B, PARAGRAPH 4 OF THIS SECTION, THE COUNTY IS NOT
2 REQUIRED TO PROVIDE SUCH NOTICE.

3 ~~E.~~ E. This section does not exempt an owner of a residential
4 rental property, as defined in section 33-1901, from maintaining with the
5 assessor of the county in which the property is located information
6 required under title 33, chapter 17, article 1.

7 F. A VACATION RENTAL OR SHORT-TERM RENTAL MAY NOT BE USED FOR
8 NONRESIDENTIAL USES, INCLUDING FOR A SPECIAL EVENT THAT WOULD OTHERWISE
9 REQUIRE A PERMIT OR LICENSE PURSUANT TO A COUNTY ORDINANCE OR A STATE LAW
10 OR RULE OR FOR A RETAIL, RESTAURANT, BANQUET SPACE OR OTHER SIMILAR USE.

11 ~~G.~~ G. For the purposes of this section:

12 1. "Transient" has the same meaning prescribed in section 42-5070.

13 2. "Vacation rental" or "short-term rental" means any individually
14 or collectively owned single-family or one-to-four-family house or
15 dwelling unit or any unit or group of units in a condominium, cooperative
16 or timeshare, that is also a transient public lodging establishment or
17 owner-occupied residential home offered for transient use if the
18 accommodations are not classified for property taxation under section
19 42-12001. Vacation rental and short-term rental do not include a unit
20 that is used for any nonresidential use, including retail, restaurant,
21 banquet space, event center or another similar use.

22 3. "VERIFIED VIOLATION" MEANS A FINDING OF GUILT OR CIVIL
23 RESPONSIBILITY FOR VIOLATING ANY STATE LAW OR LOCAL ORDINANCE RELATING TO
24 A PURPOSE PRESCRIBED IN SUBSECTION B OR F OF THIS SECTION THAT HAS BEEN
25 FINALLY ADJUDICATED.

26 Sec. 3. Title 42, chapter 1, article 3, Arizona Revised Statutes,
27 is amended by adding section 42-1125.02, to read:

28 42-1125.02. Civil penalties; online lodging operators;
29 appeal; definitions

30 A. AN ONLINE LODGING OPERATOR THAT FAILS TO COMPLY WITH SECTION
31 42-5042 SHALL PAY THE FOLLOWING CIVIL PENALTY:

- 32 1. FOR A FIRST OFFENSE, \$250.
33 2. FOR A SECOND AND ANY SUBSEQUENT OFFENSE, \$1,000.

34 B. IF AN ONLINE LODGING OPERATOR RECEIVED A VERIFIED VIOLATION, THE
35 ONLINE LODGING OPERATOR SHALL PAY THE FOLLOWING CIVIL PENALTY:

- 36 1. FOR A FIRST VERIFIED VIOLATION RECEIVED FOR A PROPERTY, EITHER:

37 (a) IF THE CITY, TOWN OR COUNTY DID NOT IMPOSE A CIVIL PENALTY ON
38 THE ONLINE LODGING OPERATOR FOR THE VERIFIED VIOLATION, \$500.

39 (b) IF THE CITY, TOWN OR COUNTY IMPOSED A CIVIL PENALTY ON THE
40 ONLINE LODGING OPERATOR FOR THE VERIFIED VIOLATION, THE DIFFERENCE BETWEEN
41 THE AMOUNT PRESCRIBED IN SUBDIVISION (a) OF THIS PARAGRAPH AND THE AMOUNT
42 OF THE CIVIL PENALTY THE CITY, TOWN OR COUNTY IMPOSED ON THE ONLINE
43 LODGING OPERATOR FOR THE VERIFIED VIOLATION.

44 2. FOR A SECOND VERIFIED VIOLATION RECEIVED ON THE SAME PROPERTY
45 WITHIN A TWELVE-MONTH PERIOD, EITHER:

1 (a) IF THE CITY, TOWN OR COUNTY DID NOT IMPOSE A CIVIL PENALTY ON
2 THE ONLINE LODGING OPERATOR FOR THE VERIFIED VIOLATION, \$1,000.

3 (b) IF THE CITY, TOWN OR COUNTY IMPOSED A CIVIL PENALTY ON THE
4 ONLINE LODGING OPERATOR FOR THE VERIFIED VIOLATION, THE DIFFERENCE BETWEEN
5 THE AMOUNT PRESCRIBED IN SUBDIVISION (a) OF THIS PARAGRAPH AND THE AMOUNT
6 OF THE CIVIL PENALTY THE CITY, TOWN OR COUNTY IMPOSED ON THE ONLINE
7 LODGING OPERATOR FOR THE VERIFIED VIOLATION.

8 3. FOR A THIRD AND ANY SUBSEQUENT VERIFIED VIOLATION RECEIVED ON
9 THE SAME PROPERTY WITHIN THE SAME TWELVE-MONTH PERIOD, EITHER:

10 (a) IF THE CITY, TOWN OR COUNTY DID NOT IMPOSE A CIVIL PENALTY ON
11 THE ONLINE LODGING OPERATOR FOR THE VERIFIED VIOLATION, FIFTY PERCENT OF
12 THE GROSS MONTHLY REVENUES OF THE LODGING ACCOMMODATION AT WHICH THE
13 VIOLATION OCCURRED FOR THE MONTH IN WHICH THE VIOLATION OCCURRED OR
14 \$1,500, WHICHEVER IS GREATER.

15 (b) IF THE CITY, TOWN OR COUNTY IMPOSED A CIVIL PENALTY ON THE
16 ONLINE LODGING OPERATOR FOR THE VERIFIED VIOLATION, THE DIFFERENCE BETWEEN
17 THE AMOUNT PRESCRIBED IN SUBDIVISION (a) OF THIS PARAGRAPH AND THE AMOUNT
18 OF THE CIVIL PENALTY THE CITY, TOWN OR COUNTY IMPOSED ON THE ONLINE
19 LODGING OPERATOR FOR THE VERIFIED VIOLATION.

20 C. IF THE DEPARTMENT IMPOSES A CIVIL PENALTY PURSUANT TO SUBSECTION
21 B, PARAGRAPH 1 OF THIS SECTION AND THE ONLINE LODGING OPERATOR APPEALS THE
22 CIVIL PENALTY, THE HEARING OFFICER MAY WAIVE OR LOWER THE CIVIL PENALTY
23 BASED ON THE ONLINE LODGING OPERATOR'S DILIGENCE IN ATTEMPTING TO PROHIBIT
24 RENTERS FROM VIOLATING STATE LAW OR THE CITY'S OR TOWN'S APPLICABLE LAWS,
25 REGULATIONS OR ORDINANCES. IN DETERMINING WHETHER TO WAIVE OR LOWER THE
26 CIVIL PENALTY, THE HEARING OFFICER SHALL CONSIDER BOTH OF THE FOLLOWING:

27 1. WHETHER RULES THAT PROHIBIT ACTIVITIES VIOLATING STATE LAW OR
28 THE CITY'S OR TOWN'S APPLICABLE LAWS, REGULATIONS OR ORDINANCES WERE
29 INCLUDED IN THE ADVERTISEMENT FOR THE LODGING ACCOMMODATION, VACATION
30 RENTAL OR SHORT-TERM RENTAL.

31 2. WHETHER THE RULES DESCRIBED IN PARAGRAPH 1 OF THIS SUBSECTION
32 WERE POSTED IN A CONSPICUOUS LOCATION INSIDE THE LODGING ACCOMMODATION,
33 VACATION RENTAL OR SHORT-TERM RENTAL.

34 D. FOR THE PURPOSES OF THIS SECTION:

35 1. "LODGING ACCOMMODATION" HAS THE SAME MEANING PRESCRIBED IN
36 SECTION 42-5076.

37 2. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN
38 SECTION 42-5076.

39 3. "ONLINE LODGING OPERATOR" HAS THE SAME MEANING PRESCRIBED IN
40 SECTION 42-5076 AND INCLUDES AN OWNER OF A VACATION RENTAL OR SHORT-TERM
41 RENTAL THAT IS NOT OFFERED THROUGH AN ONLINE LODGING MARKETPLACE.

42 4. "VACATION RENTAL" AND "SHORT-TERM RENTAL" HAVE THE SAME MEANINGS
43 PRESCRIBED IN SECTION 9-500.39 OR 11-269.17.

44 5. "VERIFIED VIOLATION" HAS THE SAME MEANING PRESCRIBED IN SECTION
45 9-500.39 OR 11-269.17.

1 Sec. 4. Section 42-2001, Arizona Revised Statutes, is amended to
2 read:

3 42-2001. Definitions

4 In this article, unless the context otherwise requires:

5 1. "Confidential information":

6 (a) Includes the following information whether it concerns
7 individual taxpayers or is aggregate information for specifically
8 identified taxpayers:

9 (i) Returns and reports filed with the department for income tax,
10 withholding tax, transaction privilege tax, luxury tax, use tax, property
11 tax and severance tax.

12 (ii) Applications for transaction privilege licenses, luxury tax
13 licenses, use tax licenses and withholding licenses.

14 (iii) Information discovered concerning taxes and receipts by the
15 department, whether or not by compulsory process.

16 (iv) Return information obtained from the United States internal
17 revenue service and United States bureau of alcohol, tobacco and firearms.

18 (v) Information supplied at the special request of the department
19 by a taxpayer ~~which~~ THAT the taxpayer requests to be held in confidence.

20 (vi) Guidelines, standards or procedures that are established by
21 the department for, or other information relating to, selecting returns or
22 taxpayers for examination or settling or compromising any tax liability.

23 (vii) A taxpayer's identity, the nature, source or amount of the
24 taxpayer's income, payments, receipts, deductions, exemptions, credits,
25 assets, liabilities, net worth, tax liability, tax withheld, deficiencies,
26 overassessments or tax payments, whether the taxpayer's return was, is
27 being or will be examined or subject to investigation, collection or
28 processing or any other data received by, recorded by, prepared by,
29 furnished to or collected by the department with respect to a return or
30 with respect to the termination, or possible existence, of liability of
31 any person for any tax, penalty or interest imposed pursuant to this title
32 or title 43.

33 (viii) Information supplied by an employee to an employer regarding
34 the employee's election to have the employee's withholding tax reduced for
35 the purposes of contributions to qualifying charitable organizations,
36 qualified school tuition organizations or public schools pursuant to
37 section 43-401, subsection G.

38 (b) Does not include information that is otherwise a public record.

39 2. "Report" includes a notice of insurance payments, a request for
40 a release of a bank account and an inventory of a safe deposit box.

41 3. "Return" includes any form prescribed by the department and any
42 supporting schedules, attachments and lists.

43 4. "Tax administration" includes assessment, collection,
44 investigation, litigation, statistical gathering functions, enforcement,

1 policy making functions or management of those functions of the tax
2 revenue laws of this state.

3 5. "TAX OFFICIAL" MEANS A NONELECTED EMPLOYEE OR THE NONELECTED
4 EMPLOYEE'S DESIGNEE OR AGENT WHO IS RESPONSIBLE FOR TAX ADMINISTRATION.

5 ~~5.~~ 6. "Taxpayer", with respect to a joint return, means either
6 party.

7 Sec. 5. Section 42-2003, Arizona Revised Statutes, is amended to
8 read:

9 42-2003. Authorized disclosure of confidential information

10 A. Confidential information relating to:

11 1. A taxpayer may be disclosed to the taxpayer, its successor in
12 interest or a designee of the taxpayer who is authorized in writing by the
13 taxpayer. A principal corporate officer of a parent corporation may
14 execute a written authorization for a controlled subsidiary.

15 2. A corporate taxpayer may be disclosed to any principal officer,
16 any person designated by a principal officer or any person designated in a
17 resolution by the corporate board of directors or other similar governing
18 body. If a corporate officer signs a statement under penalty of perjury
19 representing that the officer is a principal officer, the department may
20 rely on the statement until the statement is shown to be false. For the
21 purposes of this paragraph, "principal officer" includes a chief executive
22 officer, president, secretary, treasurer, vice president of tax, chief
23 financial officer, chief operating officer or chief tax officer or any
24 other corporate officer who has the authority to bind the taxpayer on
25 matters related to state taxes.

26 3. A partnership may be disclosed to any partner of the
27 partnership. This exception does not include disclosure of confidential
28 information of a particular partner unless otherwise authorized.

29 4. A limited liability company may be disclosed to any member of
30 the company or, if the company is manager-managed, to any manager.

31 5. An estate may be disclosed to the personal representative of the
32 estate and to any heir, next of kin or beneficiary under the will of the
33 decedent if the department finds that the heir, next of kin or beneficiary
34 has a material interest that will be affected by the confidential
35 information.

36 6. A trust may be disclosed to the trustee or trustees, jointly or
37 separately, and to the grantor or any beneficiary of the trust if the
38 department finds that the grantor or beneficiary has a material interest
39 that will be affected by the confidential information.

40 7. A government entity may be disclosed to the head of the entity
41 or a member of the governing board of the entity, or any employee of the
42 entity who has been delegated the authorization in writing by the head of
43 the entity or the governing board of the entity.

1 8. Any taxpayer may be disclosed if the taxpayer has waived any
2 rights to confidentiality either in writing or on the record in any
3 administrative or judicial proceeding.

4 9. The name and taxpayer identification numbers of persons issued
5 direct payment permits may be publicly disclosed.

6 10. Any taxpayer may be disclosed during a meeting or telephone
7 call if the taxpayer is present during the meeting or telephone call and
8 authorizes the disclosure of confidential information.

9 8. Confidential information may be disclosed to:

10 1. Any employee of the department whose official duties involve tax
11 administration.

12 2. The office of the attorney general solely for its use in
13 preparation for, or in an investigation that may result in, any proceeding
14 involving tax administration before the department or any other agency or
15 board of this state, or before any grand jury or any state or federal
16 court.

17 3. The department of liquor licenses and control for its use in
18 determining whether a spirituous liquor licensee has paid all transaction
19 privilege taxes and affiliated excise taxes incurred as a result of the
20 sale of spirituous liquor, as defined in section 4-101, at the licensed
21 establishment and imposed on the licensed establishments by this state and
22 its political subdivisions.

23 4. Other state tax officials whose official duties require the
24 disclosure for proper tax administration purposes if the information is
25 sought in connection with an investigation or any other proceeding
26 conducted by the official. Any disclosure is limited to information of a
27 taxpayer who is being investigated or who is a party to a proceeding
28 conducted by the official.

29 5. The following agencies, officials and organizations, if they
30 grant substantially similar privileges to the department for the type of
31 information being sought, pursuant to statute and a written agreement
32 between the department and the foreign country, agency, state, Indian
33 tribe or organization:

34 (a) The United States internal revenue service, alcohol and tobacco
35 tax and trade bureau of the United States treasury, United States bureau
36 of alcohol, tobacco, firearms and explosives of the United States
37 department of justice, United States drug enforcement agency and federal
38 bureau of investigation.

39 (b) A state tax official of another state.

40 (c) An organization of states, federation of tax administrators or
41 multistate tax commission that operates an information exchange for tax
42 administration purposes.

43 (d) An agency, official or organization of a foreign country with
44 responsibilities that are comparable to those listed in subdivision (a),
45 (b) or (c) of this paragraph.

- 1 (e) An agency, official or organization of an Indian tribal
2 government with responsibilities comparable to the responsibilities of the
3 agencies, officials or organizations identified in subdivision (a), (b) or
4 (c) of this paragraph.
- 5 6. The auditor general, in connection with any audit of the
6 department subject to the restrictions in section 42-2002, subsection D.
- 7 7. Any person to the extent necessary for effective tax
8 administration in connection with:
- 9 (a) The processing, storage, transmission, destruction and
10 reproduction of the information.
- 11 (b) The programming, maintenance, repair, testing and procurement
12 of equipment for purposes of tax administration.
- 13 (c) The collection of the taxpayer's civil liability.
- 14 8. The office of administrative hearings relating to taxes
15 administered by the department pursuant to section 42-1101, but the
16 department shall not disclose any confidential information without the
17 taxpayer's written consent:
- 18 (a) Regarding income tax or withholding tax.
- 19 (b) On any tax issue relating to information associated with the
20 reporting of income tax or withholding tax.
- 21 9. The United States treasury inspector general for tax
22 administration for the purpose of reporting a violation of internal
23 revenue code section 7213A (26 United States Code section 7213A),
24 unauthorized inspection of returns or return information.
- 25 10. The financial management service of the United States treasury
26 department for use in the treasury offset program.
- 27 11. The United States treasury department or its authorized agent
28 for use in the state income tax levy program and in the electronic federal
29 tax payment system.
- 30 12. The Arizona commerce authority for its use in:
- 31 (a) Qualifying renewable energy operations for the tax incentives
32 under section 42-12006.
- 33 (b) Qualifying businesses with a qualified facility for income tax
34 credits under sections 43-1083.03 and 43-1164.04.
- 35 (c) Fulfilling its annual reporting responsibility pursuant to
36 section 41-1511, subsections U and V and section 41-1512, subsections U
37 and V.
- 38 (d) Certifying computer data centers for tax relief under section
39 41-1519.
- 40 13. A prosecutor for purposes of section 32-1164, subsection C.
- 41 14. The office of the state fire marshal for use in determining
42 compliance with and enforcing title 37, chapter 9, article 5.
- 43 15. The department of transportation for its use in administering
44 taxes, surcharges and penalties prescribed by title 28.

1 16. The Arizona health care cost containment system administration
2 for its use in administering nursing facility provider assessments.

3 17. The department of administration risk management division and
4 the office of the attorney general if the information relates to a claim
5 against this state pursuant to section 12-821.01 involving the department
6 of revenue.

7 18. Another state agency if the taxpayer authorizes the disclosure
8 of confidential information in writing, including an authorization that is
9 part of an application form or other document submitted to the agency.

10 19. The department of economic security for its use in determining
11 whether an employer has paid all amounts due under the unemployment
12 insurance program pursuant to title 23, chapter 4.

13 C. Confidential information may be disclosed in any state or
14 federal judicial or administrative proceeding pertaining to tax
15 administration pursuant to the following conditions:

16 1. One or more of the following circumstances must apply:

17 (a) The taxpayer is a party to the proceeding.

18 (b) The proceeding arose out of, or in connection with, determining
19 the taxpayer's civil or criminal liability, or the collection of the
20 taxpayer's civil liability, with respect to any tax imposed under this
21 title or title 43.

22 (c) The treatment of an item reflected on the taxpayer's return is
23 directly related to the resolution of an issue in the proceeding.

24 (d) Return information directly relates to a transactional
25 relationship between a person who is a party to the proceeding and the
26 taxpayer and directly affects the resolution of an issue in the
27 proceeding.

28 2. Confidential information may not be disclosed under this
29 subsection if the disclosure is prohibited by section 42-2002, subsection
30 C or D.

31 D. Identity information may be disclosed for purposes of notifying
32 persons entitled to tax refunds if the department is unable to locate the
33 persons after reasonable effort.

34 E. The department, on the request of any person, shall provide the
35 names and addresses of bingo licensees as defined in section 5-401, verify
36 whether or not a person has a privilege license and number, a tobacco
37 product distributor's license and number or a withholding license and
38 number or disclose the information to be posted on the department's
39 website or otherwise publicly accessible pursuant to section 42-1124,
40 subsection F and section 42-3401.

41 F. A department employee, in connection with the official duties
42 relating to any audit, collection activity or civil or criminal
43 investigation, may disclose return information to the extent that
44 disclosure is necessary to obtain information that is not otherwise
45 reasonably available. These official duties include the correct

1 determination of and liability for tax, the amount to be collected or the
2 enforcement of other state tax revenue laws.

3 G. Confidential information relating to transaction privilege tax,
4 use tax, severance tax, jet fuel excise and use tax and any other tax
5 collected by the department on behalf of any jurisdiction may be disclosed
6 to any county, city or town tax official if the information relates to a
7 taxpayer who is or may be taxable by a county, city or town or who may be
8 subject to audit by the department pursuant to section 42-6002. Any
9 taxpayer information THAT IS released by the department to the county,
10 city or town:

11 1. May ~~only~~ be used ONLY for internal purposes, including audits.
12 IF THERE IS A LEGITIMATE BUSINESS NEED RELATING TO ENFORCING LAWS,
13 REGULATIONS AND ORDINANCES PURSUANT TO SECTION 9-500.39 OR 11-269.17, A
14 COUNTY, CITY OR TOWN TAX OFFICIAL MAY REDISCLOSE TRANSACTION PRIVILEGE TAX
15 INFORMATION RELATING TO A VACATION RENTAL OR SHORT-TERM RENTAL PROPERTY
16 OWNER OR ONLINE LODGING OPERATOR FROM THE NEW LICENSE REPORT AND LICENSE
17 UPDATE REPORT, SUBJECT TO THE FOLLOWING:

18 (a) THE INFORMATION REDISCLOSED IS LIMITED TO THE FOLLOWING:

19 (i) THE TRANSACTION PRIVILEGE TAX LICENSE NUMBER.

20 (ii) THE TYPE OF ORGANIZATION OR OWNERSHIP OF THE BUSINESS.

21 (iii) THE LEGAL BUSINESS NAME AND DOING BUSINESS AS NAME, IF
22 DIFFERENT FROM THE LEGAL NAME.

23 (iv) THE BUSINESS MAILING ADDRESS, TAX RECORD PHYSICAL LOCATION
24 ADDRESS, TELEPHONE NUMBER, E-MAIL ADDRESS AND FAX NUMBER.

25 (v) THE DATE THE BUSINESS STARTED IN THIS STATE, THE BUSINESS
26 DESCRIPTION AND THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM CODE.

27 (vi) THE NAME, ADDRESS AND TELEPHONE NUMBER FOR EACH OWNER,
28 PARTNER, CORPORATE OFFICER, MEMBER, MANAGING MEMBER OR OFFICIAL OF THE
29 EMPLOYING UNIT.

30 (b) REDISCLOSURE IS LIMITED TO NONELECTED OFFICIALS IN OTHER UNITS
31 WITHIN THE COUNTY, CITY OR TOWN. THE INFORMATION MAY NOT BE REDISCLOSED
32 TO AN ELECTED OFFICIAL OR THE ELECTED OFFICIAL'S STAFF.

33 (c) ALL REDISCLOSURES OF CONFIDENTIAL INFORMATION MADE PURSUANT TO
34 THIS PARAGRAPH ARE SUBJECT TO PARAGRAPH 2 OF THIS SUBSECTION.

35 2. May not be disclosed to the public in any manner that does not
36 comply with confidentiality standards established by the department. The
37 county, city or town shall agree in writing with the department that any
38 release of confidential information that violates the confidentiality
39 standards adopted by the department will result in the immediate
40 suspension of any rights of the county, city or town to receive taxpayer
41 information under this subsection.

42 H. The department may disclose statistical information gathered
43 from confidential information if it does not disclose confidential
44 information attributable to any one taxpayer. The department may disclose

1 statistical information gathered from confidential information, even if it
2 discloses confidential information attributable to a taxpayer, to:

3 1. The state treasurer in order to comply with the requirements of
4 section 42-5029, subsection A, paragraph 3.

5 2. The joint legislative income tax credit review committee, the
6 joint legislative budget committee staff and the legislative staff in
7 order to comply with the requirements of section 43-221.

8 I. The department may disclose the aggregate amounts of any tax
9 credit, tax deduction or tax exemption enacted after January 1, 1994.
10 Information subject to disclosure under this subsection shall not be
11 disclosed if a taxpayer demonstrates to the department that such
12 information would give an unfair advantage to competitors.

13 J. Except as provided in section 42-2002, subsection C,
14 confidential information, described in section 42-2001, paragraph 1,
15 subdivision (a), item (ii), may be disclosed to law enforcement agencies
16 for law enforcement purposes.

17 K. The department may provide transaction privilege tax license
18 information to property tax officials in a county for the purpose of
19 identification and verification of the tax status of commercial property.

20 L. The department may provide transaction privilege tax, luxury
21 tax, use tax, property tax and severance tax information to the
22 ombudsman-citizens aide pursuant to title 41, chapter 8, article 5.

23 M. Except as provided in section 42-2002, subsection D, a court may
24 order the department to disclose confidential information pertaining to a
25 party to an action. An order shall be made only on a showing of good
26 cause and that the party seeking the information has made demand on the
27 taxpayer for the information.

28 N. This section does not prohibit the disclosure by the department
29 of any information or documents submitted to the department by a bingo
30 licensee. Before disclosing the information, the department shall obtain
31 the name and address of the person requesting the information.

32 O. If the department is required or permitted to disclose
33 confidential information, it may charge the person or agency requesting
34 the information for the reasonable cost of its services.

35 P. Except as provided in section 42-2002, subsection D, the
36 department of revenue shall release confidential information as requested
37 by the department of economic security pursuant to section 42-1122 or
38 46-291. Information disclosed under this subsection is limited to the
39 same type of information that the United States internal revenue service
40 is authorized to disclose under section 6103(1)(6) of the internal revenue
41 code.

42 Q. Except as provided in section 42-2002, subsection D, the
43 department of ~~revenue~~ shall release confidential information as requested
44 by the courts and clerks of the court pursuant to section 42-1122.

1 R. To comply with the requirements of section 42-5031, the
2 department may disclose to the state treasurer, to the county stadium
3 district board of directors and to any city or town tax official that is
4 part of the county stadium district confidential information attributable
5 to a taxpayer's business activity conducted in the county stadium
6 district.

7 S. The department shall release to the attorney general
8 confidential information as requested by the attorney general for purposes
9 of determining compliance with or enforcing any of the following:

10 1. Any public health control law relating to tobacco sales as
11 provided under title 36, chapter 6, article 14.

12 2. Any law relating to reduced cigarette ignition propensity
13 standards as provided under title 37, chapter 9, article 5.

14 3. Sections 44-7101 and 44-7111, the master settlement agreement
15 referred to in those sections and all agreements regarding disputes under
16 the master settlement agreement.

17 T. For proceedings before the department, the office of
18 administrative hearings, the STATE board of tax appeals or any state or
19 federal court involving penalties that were assessed against a return
20 preparer, an electronic return preparer or a payroll service company
21 pursuant to section 42-1103.02, 42-1125.01 or 43-419, confidential
22 information may be disclosed only before the judge or administrative law
23 judge adjudicating the proceeding, the parties to the proceeding and the
24 parties' representatives in the proceeding prior to its introduction into
25 evidence in the proceeding. The confidential information may be
26 introduced as evidence in the proceeding only if the taxpayer's name, the
27 names of any dependents listed on the return, all social security numbers,
28 the taxpayer's address, the taxpayer's signature and any attachments
29 containing any of the foregoing information are redacted and if either:

30 1. The treatment of an item reflected on such A return is or may be
31 related to the resolution of an issue in the proceeding.

32 2. Such a return or the return information relates or may relate to
33 a transactional relationship between a person who is a party to the
34 proceeding and the taxpayer that directly affects the resolution of an
35 issue in the proceeding.

36 3. The method of payment of the taxpayer's withholding tax
37 liability or the method of filing the taxpayer's withholding tax return is
38 an issue for the period.

39 U. The department and attorney general may share the information
40 specified in subsection S of this section with any of the following:

41 1. Federal, state or local agencies located in this state for the
42 purposes of enforcement of the statutes or agreements specified in
43 subsection S of this section or for the purposes of enforcement of
44 corresponding laws of other states.

1 2. Indian tribes located in this state for the purposes of
2 enforcement of the statutes or agreements specified in subsection S of
3 this section.

4 3. A court, arbitrator, data clearinghouse or similar entity for
5 the purpose of assessing compliance with or making calculations required
6 by the master settlement agreement or agreements regarding disputes under
7 the master settlement agreement, and with counsel for the parties or
8 expert witnesses in any such proceeding, if the information otherwise
9 remains confidential.

10 V. The department may provide the name and address of qualifying
11 hospitals and qualifying health care organizations, as defined in section
12 42-5001, to a business THAT IS classified and reporting transaction
13 privilege tax under the utilities classification.

14 W. The department may disclose to an official of any city, town or
15 county in a current agreement or considering a prospective agreement with
16 the department as described in section 42-5032.02, subsection G any
17 information relating to amounts subject to distribution THAT ARE required
18 by section 42-5032.02. Information disclosed by the department under this
19 subsection:

20 1. May only be used by the city, town or county for internal
21 purposes.

22 2. May not be disclosed to the public in any manner that does not
23 comply with confidentiality standards established by the department. The
24 city, town or county must agree with the department in writing that any
25 release of confidential information that violates the confidentiality
26 standards will result in the immediate suspension of any rights of the
27 city, town or county to receive information under this subsection.

28 X. Notwithstanding any other provision of this section, the
29 department may not disclose information provided by an online lodging
30 marketplace, as defined in section 42-5076, without the written consent of
31 the online lodging marketplace, and the information may be disclosed only
32 pursuant to subsection A, paragraphs 1 through 6, 8 and 10, subsection B,
33 paragraphs 1, 2, 7 and 8 and subsections C, ~~and~~ D AND G of this section.
34 Such information:

35 1. Is not subject to disclosure pursuant to title 39, relating to
36 public records.

37 2. May not be disclosed to any agency of this state or of any
38 county, city, town or other political subdivision of this state.

39 Sec. 6. Title 42, chapter 5, article 1, Arizona Revised Statutes,
40 is amended by adding section 42-5042, to read:

41 42-5042. Online lodging operators; requirements; definitions

42 A. AN ONLINE LODGING OPERATOR MAY NOT OFFER FOR RENT OR RENT A
43 LODGING ACCOMMODATION WITHOUT A CURRENT TRANSACTION PRIVILEGE TAX LICENSE.
44 THE ONLINE LODGING OPERATOR SHALL LIST THE TRANSACTION PRIVILEGE TAX
45 LICENSE NUMBER ON EACH ADVERTISEMENT FOR EACH LODGING ACCOMMODATION THE

1 ONLINE LODGING OPERATOR MAINTAINS, INCLUDING ONLINE LODGING MARKETPLACE
2 POSTINGS.
3 B. FOR THE PURPOSES OF THIS SECTION:
4 1. "LODGING ACCOMMODATION" HAS THE SAME MEANING PRESCRIBED IN
5 SECTION 42-5076.
6 2. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN
7 SECTION 42-5076.
8 3. "ONLINE LODGING OPERATOR" HAS THE SAME MEANING PRESCRIBED IN
9 SECTION 42-5076 AND INCLUDES AN OWNER OF A VACATION RENTAL OR SHORT-TERM
10 RENTAL, AS DEFINED IN SECTION 9-500.39 OR 11-269.17, THAT IS NOT OFFERED
11 THROUGH AN ONLINE LODGING MARKETPLACE.

APPROVED BY THE GOVERNOR MAY 21, 2019.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 21, 2019.