

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, JUNE 9, 2020

NOTES:

- **Public Forum:**
Due to precautions related to the COVID-19 pandemic and pursuant to A.R.S. § 38-431.01 (H), there will NOT be a public forum for this meeting.
- **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.

DUE TO CONTINUED PRECAUTIONS RELATED TO THE COVID-19 PANDEMIC, SEATING FOR THE PUBLIC WILL BE ARRANGED IN COMPLIANCE WITH CDC GUIDELINES FOR PHYSICAL DISTANCING WHICH WILL LIMIT THE CAPACITY WITHIN THE COUNCIL CHAMBERS. THOSE WISHING TO COMMENT ON SCHEDULED AGENDA ITEMS MAY BE ASKED TO WAIT IN AN ALTERNATE LOCATION IF THERE IS NOT ADEQUATE SEATING IN COUNCIL CHAMBERS. COMMENTS CAN ALSO BE SUBMITTED IN ADVANCE OF THE 4:30 P.M. CALL TO ORDER BY SENDING AN EMAIL TO SRVINE@SEDONAAZ.GOV AND WILL BE MADE PART OF THE OFFICIAL MEETING RECORD. THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

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

2. CITY'S VISION

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - May 26, 2020 City Council Regular Meeting.
- Approval of Proclamation, United States Army's 245th Birthday, June 14, 2020.
- AB 2585 Approval of a lease agreement (with incorporated MOU) between the City of Sedona and the Sedona Historical Society (SHS) to operate the public Sedona Heritage Museum and associated outbuildings at Jordan Historical Park.
- AB 2588 Approval of a Resolution authorizing a Real Estate Purchase and Sale Agreement for the City of Sedona to purchase the property located at 460 Forest Road (APN 401-16-100) located in Coconino County, City of Sedona, Arizona, for the sum of \$410,000 for use as a future parking structure.

4. APPOINTMENTS - None.

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

6. PUBLIC FORUM - Due to precautions related to the COVID-19 pandemic and pursuant to A.R.S. § 38-431.01(H), there will NOT be a public forum for this meeting.

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- AB 2579 **Public hearing/discussion/possible action** regarding a Resolution and Ordinance establishing Parking In-Lieu Fees within the Uptown Sedona Business District.
- AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response.
- 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.



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9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: 06/04/2020

By: DJ

Susan L. Irvine, CMC
City Clerk

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

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

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes
Regular City Council Meeting
Virtual Meeting, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, May 26, 2020, 4:30 p.m.**

1. Call to Order

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

2. Roll Call

All Council and staff attended the meeting via the internet through Zoom due to the COVID-19 pandemic.

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

Staff Present: City Manager Justin Clifton, City Attorney Robert Pickels, Jr., City Clerk Susan Irvine.

3. Consent Items

- a. **Minutes - May 12, 2020 City Council Special Meeting - Executive Session.**
- b. **Minutes - May 12, 2020 City Council Regular Meeting.**

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

4. Appointments – None.

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

Mayor Moriarty advised that there was a virtual Memorial Day ceremony organized by Councilor Chisholm which was a very nice event.

6. Public Forum – Due to precautions related to the COVID-19 pandemic and pursuant to A.R.S. § 38-431.01(H), there was no public forum for this meeting.

7. Proclamations, Recognitions, and Awards – None.

8. Regular Business

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

Presentation by Justin Clifton and Robert Pickels, Jr.

Questions and comments from Council.

Presentation and discussion only. No action taken.

- b. **Reports/discussion regarding Council assignments - None.**
- c. **Discussion/possible action regarding future meeting/agenda items.**

Vice Mayor Martinez asked if the June 9th would be in person or via Zoom, and Justin stated that it is uncertain and will depend on the agenda content. Vice Mayor Martinez asked for an update on SIM in the near future. Councilor Jablow requested a discussion regarding pursuit of future legislation which would allow for the cancellation of Council elections when the number of candidates is less than or equal to the number of available seats.

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 5:54 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on May 26, 2020.

Susan L. Irvine, CMC, City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Mario E Diaz
Contact Phone Number	(623) 217-4484
Contact Mailing Address	9301 East Adobe Drive, Scottsdale, AZ 85255
Contact Email Address	Mario@medandassociates.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	United States Army's 245th Birthday
Website Address (if applicable)	
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Sedona Mayor Moriarty Sedona Councilman John Martinez
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	June 14, 2020
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input type="checkbox"/> Presentation at Meeting <input checked="" type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	If the proclamation can be sent to Mario E Diaz, 9301 East Adobe Drove, Scottsdale, AZ 85255 or emailed, this would be appreciated.

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

The United States Army is celebrating its 245th birthday on June 14, 2020. "As a branch of the armed forces, the mission of the U.S. Army is to fight and win our Nation's wars, by providing prompt, sustained land dominance, across the spectrum of conflict, in support of combatant commanders."

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

Thank you for the opportunity. Sedona has a long history of honoring its veterans through the city and external organizations. For example, the Sedona Heritage Museum has honored veterans in the past. The city has consistently been a supporter of the United States Army in particular through a presentation of a proclamation honoring the Army in 2017. This year, with the incredible work for Arizona that the Army through the Army Reserves, the Arizona Army National Guard and the Regular Army, that has been accomplished during the COVID-19 pandemic, is even more special to recognize the women and men of the Army.

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

Office of the Mayor
City of Sedona, Arizona



Proclamation
UNITED STATES ARMY'S 245TH BIRTHDAY,
June 14, 2020

WHEREAS, on June 14, 1775, the Second Continental Congress, representing the citizens of 13 American colonies, authorized the establishment of the Continental Army; and

WHEREAS, the collective expression of the pursuit of personal freedom that caused the authorization and organization of the United States Army led to the adoption of the Declaration of Independence and the codification of the new nation's basic principles and values in the Constitution; and

WHEREAS, for the past 245 years, the U.S. Army's central mission has been to fight and win the nation's wars; and

WHEREAS, the motto of "Duty, Honor, Country" is the creed by which the American soldier lives and serves; and

WHEREAS, no matter the cause, location, or magnitude of future conflicts, the nation can rely on the U.S. Army to produce well-trained, well-led, and highly motivated soldiers to carry out the missions entrusted to them; and

WHEREAS, the components of the U.S. Army to include the Arizona Army National Guard, the U.S. Army Reserves, and the Regular Army have contributed immensely to the COVID-19 response; and

WHEREAS, members of the City of Sedona of have proudly served and made the ultimate sacrifice for our nation's freedom while serving in the United States Army and other branches of our nation's military.

NOW THEREFORE I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim June 14th, 2020 to be the UNITED STATES ARMY'S 245TH BIRTHDAY and express appreciation on behalf of the people of the City of Sedona to the United States Army and to the dedicated soldiers who have served in it over the 245 years it has been in existence.

Issued this 9th day of June, 2020.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2585
June 9, 2020
Consent Items**

Agenda Item: 3c
Proposed Action & Subject: Approval of a lease agreement (with incorporated MOU) between the City of Sedona and the Sedona Historical Society (SHS) to operate the public Sedona Heritage Museum and associated outbuildings at Jordan Historical Park.

Department	City Manager's Office
Time to Present	N/A
Total Time for Item	
Other Council Meetings	June 8, 2010
Exhibits	A. New Lease Agreement B. 2010 Lease Agreement C. 2010 MOU

City Attorney Approval	Reviewed 6/2/20 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a new lease agreement with the Sedona Historical Society to operate the Sedona Heritage Museum at Jordan Park.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City Council approved the first lease agreement with the Sedona Historical Society (SHS) in May 1995 for SHS to operate the Sedona Heritage Museum on City property at Jordan Historical Park. The current lease expires June 30, 2020.

The lease renewal is being recommended with no changes to the terms and conditions established in the last lease (2010) with two exceptions:

- Due to the longstanding partnership between the City and SHS, it is recommended that the new lease include a ten-year term, with one five-year optional extension, rather than the previous term which was five-years with one five-year extension. This would make the total possible term fifteen instead of ten years. The SHS, as part of its mission as a non-profit organization, and through volunteers, grant seeking, and fundraising, maintains this rich historic resource for the enjoyment and education of the public at minimal cost to the City. The partnership has worked well and there is nothing to indicate that it would not continue long into the future as long as SHS is willing to continue to provide this service.

- The current lease calls for SHS to keep the museum open to the public an average of 25 hours per week, excluding legal holidays recognized by the City. The recent COVID-19 pandemic has necessitated the City and SHS revisit this requirement in cases when it is impossible for SHS to fulfill the 25-hour requirement or be open to the public at all. It is recommended that language be added to the agreement to address these types of situations: *“This requirement will be waived during a state of emergency or emergency declaration that prohibits or impedes SHS from opening for all or some of the required hours.”*

A separate MOU had accompanied the lease agreement in the past. The MOU addressed issues not directly related to the issue of leasing real property, such as operational hours, financial reporting, liaison/relationship guideline, grant reporting, and advertising. For the renewal, these terms have been consolidated and incorporated into the lease document.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the lease agreement between the City of Sedona and the Sedona Historical Society (SHS) to operate the public Sedona Heritage Museum and associated outbuildings at Jordan Historical Park.

**LEASE AGREEMENT BETWEEN
THE CITY OF SEDONA AND THE
SEDONA HISTORICAL SOCIETY**

This Lease Agreement, made and entered into this ____ day of _____, 2020 by and between the City of Sedona (hereinafter called "LESSOR") and Sedona Historical Society (hereinafter called "LESSEE") supersedes and replaces any and all lease agreements or memoranda of understanding executed between these parties for the use of the Jordan Historical Park (hereinafter called "Park") by Lessee as hereinafter described.

WHEREAS, Lessor is the owner of the Park located at 735 Jordan Road, Sedona, Coconino County, State of Arizona, as diagramed in Exhibit A; and

WHEREAS, Lessee operates a public facility as a historical museum and buildings as set forth in Exhibit A open to the public and serving the community interests by preserving the heritage of Sedona; and;

WHEREAS, the Lessor recognizes the value of the Museum and efforts of the Lessee to preserve the community's history and heritage; and

WHEREAS, since 1998, Lessee has conducted historic preservation and educational activities and operations compatible with the land development code and historic nature of the Park;

NOW THEREFORE, Lessor does hereby demise and let unto Lessee, and Lessee does hereby rent and take from Lessor, the following rights, and privileges in connection with the Park.

ARTICLE I -- USE OF THE PROPERTY

- A. In consideration of the timely performance of the services set forth in Article III herein, Lessee is authorized to share the use of the Park and its facilities for the benefit of members of the public. These uses include, but are not limited to, the operation of a museum, gift shop, education center, and as host of community and private events.
 - 1. The Lessor retains the right to hold events on Park property and restrict access to the Park. The Lessor shall schedule any such events with the Lessee and shall give the Lessee thirty days' notice.

ARTICLE II -- TERM AND RENEWAL OPTION

- A. The term of this lease shall be for ten (10) years, commencing on July 1, 2020 and continuing through June 30, 2030.
- B. Lessee shall have the option to extend the term of this lease, if not in default, for up to one additional term of five years. The Lessee shall request extensions by giving the Lessor written notice not less than ninety (90) days and not more than one hundred-twenty (120) days before the end of the current lease term.

ARTICLE III – SCOPE AND CONSIDERATION

- A. Rent payments for Lessee's use of the building and premises are hereby waived for the term of the lease. Lessee's use of the building and premises, together with the other benefits to Lessee hereunder, are strictly conditioned upon Lessee's full and timely performance of all obligations to the Lessor set forth as follows:
 - 1. Lessee, a 501(c)(3) not-for-profit corporation, shall operate and maintain a museum and archives dedicated to preservation, public education and enjoyment of local and area history.

- Lessee shall provide educational opportunities for school children.
2. Lessee shall, by all practical and reasonable means, preserve the written and pictorial history of the Greater Sedona area, and provide protected storage of archival materials and artifacts.
 3. Lessee shall exhibit materials and artifacts that represent the history of the area.
 4. Lessee shall establish procedures that provide for public access to its collections and provide a copy of the procedure to the Lessor.
 5. Lessee shall keep the museum open to the public an average of 25 hours per week, excluding legal holidays recognized by the City. This requirement will be waived during a state of emergency or emergency declaration that prohibits or impedes SHS from opening for all or some of the required hours.
 6. The City may appoint a liaison to serve as a City representative to attend all General Membership and Board of Directors meetings held by the Lessee. This liaison will serve as a non-voting attendee and may be a City staff member or City Councilor.
 7. Lessee agrees to provide the City with a copy of the Internal Revenue Service Form 990 within sixty (60) days of its filing.
 8. Lessee agrees to provide an annual written report of Lessee activities to the City by the end of the second quarter of each calendar year.
 9. Lessee agrees to include the City logo on all printed and electronic advertising materials or include a reference that the museum is located in a City of Sedona park.
 10. Lessee agrees to notify the City of all grant applications that will cause a modification to the Park or any of its facilities. Lessee will also provide the grant purpose and amount requested.

ARTICLE IV -- OPERATIONS AND MAINTENANCE

- A. Lessee shall pay for all utilities associated with the operation of the museum. These shall include, but are not limited to, the following: gas or fuel oil, telephone, electric, Internet service, and cable television. Lessor shall pay for the utilities associated with the operation of the Park and restroom building. These shall include the following: sewer, water, and garbage collection for the restrooms and any exterior trash receptacles. Since the restroom building is not metered separately for electric, the Lessor shall reimburse Lessee for \$40.00 per month of the electric cost, which is for the operation of the restroom building.
- B. Lessee agrees, at its sole cost, to keep the interior of the premises in a safe, neat, clean, and sanitary condition and to keep all buildings and interior improvements in good condition and repair at all times. This includes using particular care to keep any and all of its museum and antique displays, whether indoors or outdoors, safe. All displays shall be designed and established considering the safety of visitors and the public. The Lessor, in its sole discretion, shall have the right, but not the duty, to require the Lessee to change or remove outdoor displays of artifacts or museum pieces at any time for reasons that endanger the public safety.
- C. Lessee shall observe all applicable laws, rules, regulations, ordinances, and codes.
- D. The Lessor will be responsible for the maintenance and repair of the exterior of the buildings and the premises in general. Lessor will keep the land and grounds surrounding the premises in a safe, neat, clean condition and in compliance with the most current City of Sedona Parks and Recreation Maintenance Standards as set forth in Exhibit B incorporated herein.

ARTICLE V-- CONSTRUCTION

- A. Lessee shall submit to the Lessor plans and specifications for any construction, remodeling, repainting, or any other permanent or semi-permanent change to the premises prior to undertaking such project each and every time the Lessee plans to undertake any such change. The Lessor,

including the Historic Preservation Commission, shall review the submittal and approve or disapprove such submittal. Due to the historical nature of the facility, the Lessor has special concerns about the interior and exterior of the buildings and the surrounding land and requires that the written approval of the Lessor be obtained prior to the Lessee performing any work. Any changes to the landscaping, exterior fixtures, or displays on the premises are subject to the same approval process.

- B. All improvements shall be constructed in full compliance with all applicable rules, regulations, codes, and laws and shall be consistent with the historical character of the building. Improvements must be conducted in conformity with guidelines established by the Secretary of the Interior's Standards for the Treatment of Historic Properties. No restrictions shall be placed upon Lessee as to the architects or contractors who may be employed by it in connection therewith, and they shall have free ingress to and from the premises.
- C. Lessee shall be responsible for all costs, including the cost of any and all permits required to perform the work, and the cost of any improvements or modifications that Lessee proposes.
- D. Any improvements that are permanently attached to the leased property or contained therein shall become the Lessor's property upon the termination of the lease.
- E. Prior to any fundraising efforts for capital improvements or new building facilities, a conceptual plan shall be submitted to the Lessor for approval. Lessee agrees to disclose any and all commitments Lessee has made or may make in the future concerning any structural alterations or additions within the Park. It is further agreed that any such commitments shall be subject to approval from the Lessor. Lessee agrees to assume all liability for any agreement or commitment that has been or may be made without the approval of the Lessor and agrees to indemnify and hold the Lessor harmless for any such commitment. The Lessor retains the naming rights of any future facilities.

ARTICLE VI -- VANDALISM

In the case of exterior vandalism for the purpose of breaking into the building (doors/windows) the Lessee and Lessor will share costs with a 50/50 % split. General exterior vandalism, such as graffiti, will be the responsibility of the Lessor.

ARTICLE VII -- LESSEE EVENTS

- A. For all non-City, atypical park uses over 50 attendees; a temporary use permit is required. An atypical use of the Park or a facility within the Park, includes, but is not limited to, weddings, private parties, fundraising events, etc. For recurring events, such as the Annual Arts & Crafts Show and Sale and Veteran's Day observance event, a temporary use permit covering the use for the term of this lease will be submitted for each event as long as the event closely matches the original application.
- B. Lessor will waive permit fees for Lessee to obtain temporary use permit(s).
- C. Event sponsor, whether the Lessor or Lessee, shall establish fees and be responsible for all costs that are above and beyond those described herein.
- D. Lessee may set a fee schedule for private events on the property, subject to review by the Lessor. Any agreements with organizations or users for private events involving a Temporary Use Permit shall include provisions for necessary insurance riders, maintenance deposits, and conditions of use.

ARTICLE VIII -- CITY INSPECTION

- A. The Lessor, or his designee, shall during operating hours of the museum, have the right to enter

upon and inspect the interior of the premises. The Lessor, or his designee, shall have the right at all times to enter upon and inspect the general premises.

- B. The Lessee is responsible for maintaining the building interiors in a manner reasonably satisfactory to the Lessor and should this not occur, the Lessor reserves the right, following written notification to the Lessee with an opportunity to correct the defects, to have the necessary repairs performed and charged to the Lessee. The Lessee has the right to appeal the Lessor's decision(s) on maintenance to the City Council.

ARTICLE IX -- INSURANCE

A. Liability

1. Lessee agrees to defend, save, and keep Lessor, its agents, employees, officers, agencies, and departments, harmless from any and all loss, expense, penalty, or liability resulting from active or passive negligence or wrongdoing of Lessee or any of its employees or agents. Lessee agrees to obtain and keep in force throughout the term of this lease: liability insurance with minimum limits not less than \$1,000,000 for any one injury, \$1,000,000 per any one accident and \$300,000 for property damage. Lessee shall furnish current certificates of insurance to Lessor that names the Lessor as an additional insured and obligating the insurer to provide the Lessor with thirty (30) days advanced written notice prior to termination of coverage.
2. Lessor agrees to defend, save, and keep Lessee, its agents, employees, officers, agencies, and departments, harmless from any and all loss, expense, penalty, or liability resulting from active or passive negligence or wrongdoing of Lessor or any of its employees or agents.
3. Lessor shall provide written notice of any changes to its liability requirements of Lessor.

B. Property insurance

1. Lessee shall maintain property insurance as necessary for items owned by the Lessee.

ARTICLE X -- LEASE NON-ASSIGNABLE

This lease shall not be sold, assigned, or pledged, nor the premises sublet, nor a sale or transfer of control, in whole or in part, without the written consent of Lessor.

ARTICLE XI -- SURRENDER OF POSSESSION

The Lessee covenants to surrender the premises and all permanent improvements at the expiration of the term, or sooner if otherwise provided herein, in as good condition as at commencement of the term of the lease, ordinary wear and tear excepted. The Lessee shall remove all of its personal property at the time of surrender or termination, or if the premises are abandoned by Lessee without removal of its personal property, the same shall be removed and stored by the Lessor for a period of one hundred eighty (180) days, and then may be sold to satisfy the costs to the Lessor. The Lessee shall return personal property on loan from private parties.

ARTICLE XII-- REGULATORY COMPLIANCE

Lessee shall be responsible for regulatory compliance of all improvements or modifications to the leased facilities necessary to Lessee's use and occupation. Lessor shall be responsible for regulatory compliance of all improvements or modifications to the premises necessary for use by the general public.

ARTICLE XIII -- DEFAULT OR CANCELLATION

- A. No waiver of default by Lessor of any of the terms and conditions hereof to be performed, kept, and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of

the terms and conditions herein contained to be performed, kept, and observed by Lessee.

B. Remedies in the Event of Default

1. It is understood and agreed that this lease is executed upon the condition that:
 - a. The Lessee maintains and operates under a satisfactory 501(c)(3) IRS status.
 - b. Lessee will promptly fulfill and perform all the agreements by Lessee contained herein. If at any time during the term of this lease the Lessee shall fail to fulfill or perform any of the terms, conditions, or covenants to be kept and performed by the Lessee, and should said non-performance continue for a period of ninety (90) days after written notice by Lessor to Lessee, Lessor may, in its sole discretion, extend the time in which the default may be cured. If the nature of Lessee obligations which it has failed to perform is such that more than ninety (90) days are required for cure, the Lessee shall provide the Lessor with a time schedule that must be submitted to Lessor for review and approval by Lessor. It shall not be deemed an event of default if Lessee commences and completes such cure within the approved time schedule. In addition, the Lessor may, at its option and determination, pursue any other appropriate remedy for the enforcement of the rights of the Lessor or re-let the demised premises.

C. Lessor may cancel this Agreement by giving Lessee ninety (90) days advance notice, upon or after the happening of any of the following events:

1. The filing by Lessee of a voluntary petition of bankruptcy;
2. The adjudication of Lessee bankruptcy pursuant to involuntary bankruptcy proceeding;
3. The appointment of a receiver of Lessee's assets if Lessee has not removed them within ninety (90) days;
4. The divestiture of Lessee's estate herein by other operation of law.
5. Upon 90 days' notice of an uncured default of any of the terms of this lease.

ARTICLE XIV -- CANCELLATION BY LESSEE

Lessee, in addition to any other rights of cancellation given herein or by law, may cancel this Agreement and terminate all or any of its obligations hereunder at any time that Lessee is not in default hereunder by giving Lessor ninety (90) days advance written notice upon or after breach by Lessor of any of its obligations hereunder for a period of ninety days (90) days after receipt of a written notice of the existence of such breach and where such breach has not been cured or reasonable steps taken to effect a cure.

ARTICLE XV -- QUIET ENJOYMENT

Lessor represents that it has the right to lease the premises, together with the facilities, rights, and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof. Lessor agrees that, on performance of the obligations and agreements herein by Lessee, Lessee shall peaceably have and enjoy the leased premises in accordance with the terms of this lease.

ARTICLE XVI -- NOTICES

A. Notices to Lessor provided for herein shall be sufficient if sent by written notice addressed to:

City Manager
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

B. Notices to Lessee, if sent by written notice shall be addressed to:

Jordan Historical Park Lease Agreement

President
Sedona Historical Society
P.O. Box 10216
Sedona, AZ 86339

or to such other respective addresses as the parties may designate to each other in writing from time to time.

ARTICLE XVII -- NON-DISCRIMINATION

Lessee shall comply with all federal, state, and local regulations prohibiting unlawful discrimination in employment, programs, services, activities, and contracting.

ARTICLE XVIII -- NO PERSONAL LIABILITY

Neither the officials who constitute the City of Sedona, nor the Sedona Historical Society, nor any employee or agent of either entity, shall be charged personally with any liability under any covenant of this Lease, or because of any breach thereof, or because of the execution of this Lease.

ARTICLE XIX -- ENTIRETY OF AGREEMENT

This lease agreement shall constitute the full Agreement between "Lessor and Lessee". The Agreement may only be modified or amended in writing, signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of June, 2020.

FOR LESSOR:

FOR LESSEE:

Sandra J. Moriarty, Mayor

Janeen Trevillyan, President

ATTEST:

LESSEE WITNESS:

Susan L. Irvine, CMC, City Clerk

Bill Levensgood, Vice President

APPROVED AS TO FORM:

Robert L. Pickels, Jr. City Attorney

Exhibits

Exhibit A- Aerial of Jordan Historical Park

Exhibit B- City of Sedona Parks and Recreation Maintenance Standards



Entrance

Storage Shed

Exhibit →

Restroom

Tractor Shed

Parking

JORDAN ROAD

Barn

2010 Barn Extension
(not shown)

Residence

Orchard

Entrance

Exhibit A
Jordan Historical Park

F

0 30 60 Feet

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.
GIS, City of Sedona
11/12/2009
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MAINTENANCE SPECIFICATIONS

Level of Standards for City of Sedona Park Facilities

The City of Sedona Parks and Recreation Department Park facilities include:

Posse Grounds Park

Sunset Park

Jordan Historical Park Jack

Jamesen Pocket Park

Botanical Garden Pocket Park

Grey Back Pocket Park Sedona

Community Pool Sedona Teen
Center

Jack Malgram Skate Park

All trails, trailheads, and parking lots within the City Parks system.

Introduction

In an effort to recognize the great variations of maintenance requirements of the City's Parks and facilities, it has become necessary to develop for implementation an acceptable Level of Standards policy.

Objectives of having standards

- Communicate condition of the park system to City management and staff, elected officials, and the public.
- Develop and communicate the Parks & Recreation goals regarding maintenance standards.
- Assist Parks & Recreation staff in training, scheduling, and prioritizing maintenance functions and resources.
- Improve park conditions by efficient resource allocation and improved parks maintenance procedures.

TABLE OF CONTENTS

SECTION I: CATEGORIES OF PARK FEATURES
SECTION II: ELEMENTS OF PARK FEATURES
SECTION III: PARK MAINTENANCE STANDARDS
SECTION IV: EVALUATION FORM

SECTION I: CATEGORIES OF PARK FEATURES

Based on the diverse nature of the parks system, the Level of Standards policy will be divided into the following categories of Park Features:

I. Landscaped and Hardscaped Areas

1. Lawns
2. Ornamental Gardens, Shrubs, Groundcovers
3. Trees
4. Hardscapes and Trails
5. Open Space

II. Recreational Areas

6. Turf Athletic Fields
7. Outdoor Athletic Courts
8. Children's Play Areas
9. Dog Park Areas

III. Amenities and Structures

10. Restrooms
11. Parking Lots and Surfaces
12. Waste and Recycling Receptacles
13. Ramadas, Benches, Tables, and Grills
14. Amenities and Structures

SECTION II: ELEMENTS OF PARK FEATURES (PF)

I. Landscaped and Hardscaped Areas

1. Lawns
 - Cleanliness
 - Color
 - Density
 - Drainage
 - Irrigation
 - Edging
 - Mowing Height
 - Weeds/Pests
 - Holes
2. Ornamental Gardens, Shrubs, Groundcovers
 - Cleanliness
 - Pruning
 - Plant Health
 - Weeds/Pests
3. Trees
 - Pruning
 - Plant Health
 - Invasives

4. Hardscapes and Trails
 - Cleanliness
 - Drainage
 - Graffiti
 - Weeds/Pests
5. Open Space
 - Cleanliness
 - Native Plants Only-Zeroscape

II. Recreational Areas

6. Turf Athletic Fields
 - Cleanliness
 - Color
 - Drainage
 - Irrigation
 - Fencing
 - Functionality of Structures
 - Graffiti
 - Painting/Striping
 - Surface Quality
 - Mowing Height
 - Weeds/Pests
7. Outdoor Athletic Courts
 - Cleanliness
 - Drainage
 - Fencing
 - Functionality of Structures
 - Graffiti
 - Painting/Striping
 - Surface Quality
8. Children's Playground Areas
 - Cleanliness
 - Fencing
 - Functionality of Equipment
 - Integrity of Equipment
 - Graffiti
 - Signage
 - Surface Quality
9. Dog Park Area
 - Bag Dispenser/Waste Receptacle

- Cleanliness
- Drainage
- Signage
- Surface Quality

III. Amenities and Structures

10. Restrooms

- Cleanliness
- Graffiti
- Functionality of Structures
- Lighting
- Odor
- Painting
- Signage
- Supplies
- Waste Receptacles

11. Parking Lots and Surfaces

- ADA Spaces
- Cleanliness
- Curb Conditions
- Drainage
- Graffiti
- Signage/Striping
- Surface Quality

12. Waste and Recycling Receptacles

- Cleanliness
- Fullness
- Signage/Painting
- Structural Integrity and Functionality

13. Ramadas, Benches, Tables, and Grills

- Cleanliness
- Graffiti
- Painting
- Structural Integrity and Functionality

14. Amenities and Structures

- Exterior of Buildings
- Drinking Fountains
- Fencing
- Retaining walls
- Signage

SECTION III: PARK MAINTENANCE SPECIFICATIONS

A. Turf

1. Turf will be maintained according to species and variety of grass, at a uniform height of 1-2 inches.
2. The grass at will be mowed and trimmed every five (5) working days, or as necessary to achieve the above standard.
3. Aeration will be performed 3-6 times per year and more for heavily used areas.
4. Topdress athletic fields twice per year with a clean sand/organic mixture.
5. Fertilize all turf 6 times per year during the growing season with a balanced 3:1:2 ratio fertilizer applying 1 pound of nitrogen per 1,000 square feet per application. Test soils annually to determine additional plant/soil health needs.
6. Over-seed all turf in the fall when scheduled play is over. Apply 8-10 pounds of Perennial Rye/KBlue/Fescue per 1, square feet.. Apply additional seed at 1-2 pounds per 1,000 sqft. as needed during spring recovery and to spot seed weak areas.
7. Apply pellitized gypsum, or other amendments as needed based on soil tests.
8. Apply pesticides as required to comply with the Parks Level of Standards quality requirements. All pesticide use is based on strict IPM (Integrated Pest Management) industry standards.

B. Irrigation

The single most important element in turf management is water. Proper water use is key to healthy turf, which promotes less fertilizer and pesticide use, while providing a firm and uniform playing surface. Over-watering is the number one factor contributing to poor turf conditions.

1. ALL irrigation application rates will be based on daily weather data observations and the daily E.T. (Evapotranspiration Rate), by matching the sprinkler zone precipitation rate to the daily E.T. rate. An onsite weather station and integrated controllers will provide the daily water requirement E.T. data.. Daily adjustments will be made accordingly.
2. Irrigation systems will be inspected weekly during the growing season to insure proper sprinkler rotation, adjustment, and coverage.
3. Leaks will be repaired immediately.
4. All sprinklers and valve boxes will be set flush with grade.

C. Athletic Fields/Skinned Infields

1. All baseball/softball infields will be groomed daily during league play.
2. Construct skinned infields using an approved specification infield mix to form a solid uniform surface for each sport. Perform mechanical cultivation, grooming, raking, and watering techniques to provide the proper playing surface.
3. Grade infields to ensure proper drainage. Annual laser leveling may be required to achieve proper level. Add soil conditioner and infield mix annually to infields and warning tracks to provide proper level.
4. Rake, level, fill holes, and pack pitchers mounds and home plate areas after every game during league play.
5. Remove rocks, dirt clods, and debris from the play areas daily.
6. Inspect bases, home plates, and pitcher rubbers daily for damage and wear. Repair and replace as needed.
7. Broom, rake, power wash, edge, or re-sod dirt build-up areas around the lips of the infields or warning tracks to provide a smooth transition from turf to dirt.
8. All fields on which scheduled games occur will be groomed and chalked prior to the scheduled start time of the game. In the situation where numerous games are scheduled on the same field on the same day, the field will be groomed and chalked prior to the first scheduled game only. Fields will not be chalked for practices. Saturday scheduled games will be groomed and chalked Friday, unless previous arrangements have been made with, and authorized by the Parks

Superintendent.

9. Light controls are to be set only by Parks and Recreation staff. Emergency controls are available.
10. Inspect lights monthly for proper function. Replace burned out lamps when 10% or more are out.
11. Conduct annual lighting audit to ensure uniform coverage.

D. Athletic Fields/Turf

1. The lines on the multi-use soccer/football field will be painted weekly throughout the season.
2. Inspect soccer/football field daily. Remove all litter or debris.
3. Repair all holes or damaged areas immediately with sod or soil/seed mix.
4. Re-anchor goals immediately, if needed.
5. Repair and replace torn or tattered nets.
6. Maintain according to section A and B.
7. Repair all holes or damaged areas immediately with sod or soil/seed mix.
8. Turf athletic fields are available for non-sport special events, provided a significant rain event has not occurred prior to the event, and the Parks and Recreation staff is on-site during set up and tear down.

E. Playground Equipment

1. Check all play equipment and surrounding play areas daily. Repair broken equipment immediately or notify a supervisor of follow-up work or materials needed.
2. For major damage or repairs, isolate, remove, or close the damaged piece/area from use until repairs are complete.
3. Remove all litter and debris daily.
4. Perform official monthly inspections on play equipment and surrounding play areas. Record all observations, deficiencies, and schedule repairs.

F. Play Surfaces

1. Check all surfaces daily. Remove all litter and debris.
2. Add fall surface material as needed to stay within ASTM and NSPI standards.
3. Repair and replace damaged rubber cushion surfaces immediately.
4. Inspect fall surface for drainage issues after heavy rains. Surface should be free of standing water within 24 hours.
5. Inspect playground borders weekly. Repair deficiencies.

G. Ramadas/Shelters/Buildings

1. Inspect buildings, tables, and grills monthly for any structural, electrical, plumbing, or equipment damage and repair needs. Isolate and hazardous conditions from use and repair ASAP.
2. Pick-up all litter and debris, remove any hazards daily. Clean up after each use.
3. Maintain grounds on same schedule as rest of the park.
4. Repaint or water-seal all structures every 3 years, or sooner, depending on deterioration.
5. Perform pesticide treatments under the Parks IPM Plan for insect, rodent, or weed control.

6. Clean grills and remove old coals weekly.
7. Inspect for fire hazards such as low limbs or debris. Remove hazards immediately.

H. Trash Receptacles

1. Empty trash receptacles (pull liners) if more than half full or sooner depending on odor or pests.
2. Wash out containers monthly.
3. Inspect weekly for worn, damaged, or missing parts and repair or replace immediately.
4. Inspect surrounding areas daily and cleanup all litter or debris around receptacles or dumpsters.

I. Restrooms

1. Inspect all restrooms daily to ensure the lighting, electrical, and plumbing fixtures are functional. Isolate any hazardous conditions from use. Repair or report all deficiencies immediately.
2. Repaint restrooms on a regular basis. Remove all graffiti immediately.

J. Outdoor Sport Courts

1. Clean litter and debris from court surfaces daily and remove any hazards.
2. Repaint or resurface courts when worn areas exceed 20% of court surface, or as scheduled per department “resurfacing plan”.
3. Inspect nets weekly to ensure proper function. Repair or replace excessive wear items on a regular basis. Tennis nets must be set to a center height of 36”.
4. Inspect lights monthly. Repair all deficiencies immediately.
5. Check ballast boxes and timers weekly for proper operation.
6. Replace lamps when 10% or more are burned out.
7. Conduct annual lighting audits to ensure proper coverage.
8. Inspect goals and backboards weekly. Repair any deficiencies immediately.

K. Sand Volleyball/Horseshoe Courts

1. Check courts daily and pick up all litter and debris.
2. Inspect nets weekly to ensure proper function. Replace worn nets promptly.
3. Inspect courts weekly to insure a level surface. Add sand, till, or level surfaces weekly to provide consistent playing surfaces.

L. Ornamental Gardens/Pocket Parks(non-turf)

1. Check daily for litter or debris.
2. Inspect irrigation systems weekly for proper function. Ensure all drip tubes are buried and all valve boxes are set flush with grade. Repair all discrepancies or leaks immediately.
3. Schedule watering in the evenings and manage irrigation cycles per section B.
4. Manually manage weed control to ensure entire area is 90% weed free.

M. Parking Lots and Walkways

1. Check daily for litter and debris.
2. Sweep and stripe parking lots on a regular basis.

3. Remove all broken curbs immediately.
4. Edge walkways on a 30-day rotation. Including cracks or expansion joints.
5. Sweep or blow walkways a minimum of once a week.

N. Signage/Fencing

1. Inspect all signs and fences weekly for damage or vandalism.
2. Insure the proper sign is in the proper location, and properly installed.
3. Isolate hazardous deficiencies from use. Repair immediately.

O. Drinking Fountains

1. Inspect all fountains weekly for cleanliness and functionality. Repair any leaks or discrepancies immediately.
2. Insure ADA compliance for all appropriate fountain locations.

P. Bleachers/Benches/Bridges

1. Check all weekly for vandalism or damage.
2. Isolate hazardous deficiencies from use and schedule repairs ASAP.
3. Paint or water seal annually, depending on deterioration.

Q. Lights/Security

1. Check all security systems daily. Report or repair all deficiencies immediately.
2. Check all lights monthly. Report or repair all deficiencies immediately.

R. Pool

1. Check entire pool facility daily. Remove all liter and debris.
2. Check water quality, circulation system, heaters, and skimmer function daily. Make required adjustments immediately.
3. Brush entire surface daily. Vacuum a minimum of twice a week prior to scheduled events (early AM) or on off days during slow times.

SECTION IV: EVALUATION FORM

The Measurable Standards evaluation form should be completed for each individual park using the categories specific to each park. A simple “yes” or “no” answer is used for determining whether each element meets the standard. The park is then evaluated on the aggregate score for the number of standards that it meets. This information will be used for many different purposes such as identifying maintenance problems or trends, allocation of resources, and improving park conditions.

Measurable Standards of Park Features

PARK: _____ DATE: _____

PF-1 Lawns

1.1 Cleanliness x

- Turf is free of liter and organic debris.

Note: For all categories, examples of liter include cigarette butts, paper wrappings, newspaper, cans, bottles, and larger items. Examples of debris include tree limbs, brush, rocks, etc. Leaves are excluded.

1.2 Color x

- 80% of turf is fairly green.

Note: 80% applies to only the growing season.

1.3 Density x

- 80% of the turf area is free of bare spots.

Note: Does not include damage due to vandalism or animals.

1.4 Drainage x

- 80% of the turf area is free of standing water two days after rain or two hours after irrigation.

1.5 Irrigation x

- Irrigation applications to be closely monitored and adjusted based on weather conditions to avoid soil saturation, over watering, or standing water. No visible leaks. All sprinklers and valve boxes level to grade.

1.6 Edging x

- 80% of the edges are clearly defined and have less than 4 inches of growth over adjoining landscape or path.

1.7 Mowing Height x

- Lawns are mowed and kept at a uniform height of 1-2 inches. Clippings are scattered or picked up each mowing.

1.8 Weeds/Pests x

- 90% of the surface is weed free.
- Surface will be 90% free of burrowing animal holes.
- 90% of the surface is free of insect damage.

PF-2 Ornamental Gardens, Shrubs, and Ground Covers

2.1 Cleanliness x

- Completely free of liter and debris.

Note: Leaves are excluded

2.2 Plant health x

- 90% or more of all plants are healthy and alive.

2.3 Pruning x

- 100% of all plants have the appropriate size and shape for their location and function.

2.4 Irrigation _____ x

- No visible leaks. All sprinklers and valve boxes are level to grade. All drip tubes are buried out of sight.

2.5 Weeds _____ x

- 90% weed free at all times and 100% free of invasive vines.

PF-3 Trees

3.1 Pruning _____ x

- No broken, crossed, or hanging limbs.
- All limbs pruned as to not impede walkways, streets, or recreation areas.

3.2 Plant Health _____ x

- All trees are healthy and alive. Dead trees to be removed immediately.

3.3 Invasives _____ x

- All trees to be free of invasive vines, or parasitic plants (mistletoe).

PF-4 Hardscapes and Trails

4.1 Cleanliness _____ x

- Hardscapes and trails are free of liter and debris.

4.2 Drainage _____ x

- 95% of all surfaces are free of standing water two days after a rain.
- Heavy rain damage is repaired within 5 days.

4.3 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

4.4 Weeds/Pests _____ x

- 95% of all surfaces are weed free.

Note: Does not apply to edges or adjoining landscape.

PF-5 Open Space

5.1 Cleanliness _____ x

- Completely free of liter and debris.

5.2 Native Zeroscape

- 100% Native plants. Zero maintenance.

PF-6 Turf Athletic Fields

6.1 Cleanliness _____ x

- Free of liter and debris

6.2 Color _____ x

- Turf athletic fields are uniformly green.

Note: During the growing season

6.3 Drainage _____ x

- Free of standing water two days after a rain or two hours after irrigation.

Note: During heavy rain or saturation, fields will be closed.

6.4 Irrigation _____ x

- Irrigation practices to be closely monitored and adjusted based on weather conditions to soil saturation, over watering, or standing water. No visible leaks. All sprinklers and valve boxes level to grade.

6.5 Fencing _____ x

- Fencing is functional, free of protrusions, and free of holes or gaps.

6.6 Functionality of Structures _____ x

- 90% of available sport-related and support structures are operational for playing and observing sports.

6.7 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

6.8 Painting/Striping _____ x

- All baseball/softball fields will be striped on game day prior to the first game only, and only during the specified season.
- Soccer/football fields will be striped weekly during the specified season.

6.9 Surface Quality _____ x

- All baseball/softball in-fields will be mechanically groomed a minimum of twice a week during the season. Grooming will include mechanical tilling and raking.
- All turf areas will be free of holes or uneven surfaces.

6.10 Mowing Height _____ x

- Turf will be mowed at a uniform height of 1-2 inches. Clippings will be scattered or picked up after each mowing.

6.11 Weeds/Pests _____ x

- Turf will be 90% weed free and 90% free of insect damage.

PF-7 Outdoor Athletic Courts

7.1 Cleanliness _____ x

- Court surfaces are free of litter and debris.

7.2 Drainage _____ x

- 95% of the surface is free of standing water two days after a rain.

7.3 Fencing _____ x

- Fencing is functional, free of protrusions, and free of holes or gaps.

7.4 Functionality of Structures x

- 90% of available sort related structures are operational for playing and observing sports.

7.5 Graffiti x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

7.6 Painting/Striping x

- Play lines are clearly visible and worn paint areas do not exceed 20% of the total court surface.

7.7 Surface Quality x

- Court is smooth, free of irregularities in grade greater than half inch. Free of cracks or holes greater than one inch in width or depth.

PF-8 Children’s Playground Areas

8.1 Cleanliness x

- Children’s play area is free of liter, debris and weeds. Sandbox is free of all foreign debris.

8.2 Fencing x

- Where applicable, fencing is functional, free of protrusions, and free of holes or gaps.

8.3 Functionality of Equipment x

- Minimum of 80% of intended play equipment is present and functional.

8.4 Integrity of Equipment x

- 80% of play equipment is free of deteriorations, such as rust, rot, chipped or peeling paint, dents, and 100% free of sharp edges or protrusions. 100% of attachments, bolts, screws, etc. are secure.

8.5 Graffiti x

- Zero Tolerance. Must be reported immediately and abated within 48 hours.

8.6 Signage x

- All signs are legible, properly installed, and located in visible locations.

8.7 Surface Quality x

- If applicable, sand is loose (not compacted), level, and at least 12 inches deep.
- 100% of rubber surface, or wood chip surface, is present and in good condition.

PF-9 Dog Park Areas

9.1 Bag Dispenser x

- Bag dispensers are available and fully operational.

9.2 Cleanliness x

- Dog park entrance is free of liter, debris, and feces.

9.3 Signage _____ x

- Park signs for leash laws and park rules are legible, properly installed and properly located. _

PF-10 Restrooms

10.1 Cleanliness _____ x

- Entry way and interior are free of liter and debris.
- Toilets, urinals, diaper-changing stations are clean.

10.2 Graffiti _____ x

- Restrooms are free of graffiti. Must be reported immediately and abated within 48 hours.

10.3 Functionality of Structures _____ x

- All entry/exit doors, toilets, urinals, partitions, stall walls and doors, diaper changing stations, faucets, and sinks are operational and leak free.

10.4 Lighting _____ x

- 90% of all lights are operational.

10.5 Odor _____ x

- Restroom is free of offensive odors.

10.6 Painting _____ x

- Paint has a uniform coat, color, and texture.

10.7 Signage _____ x

- Restroom signs are legible, properly installed, and in the proper location.

10.8 Supplies _____ x

- Restrooms are properly stocked with toilet paper, paper towels, soap, and air freshener.

10.9 Waste Receptacle _____ x

- Waste receptacles are clean and not overflowing.

PF-11 Parking Lots and Roads

11.1 ADA Parking Spaces _____ x

- Proper number of ADA parking spaces are available in the proper locations and marked with appropriate signage.

11.2 Cleanliness _____ x

- Parking lots and roads are free of debris and liter.

11.3 Curbs _____ x

- 90% of curbs, or parking blocks, are intact.
- No broken or displaced curbs.

11.4 Drainage _____ x

- Parking lots and roads are free of standing water two days after a rain.

11.5 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

11.6 Striping/Signage _____ x

- 75% of parking and road strips are visible.
- All signs are legible, properly installed, and in the proper location.

11.7 Surface Quality _____ x

- Parking lots and roads are free of potholes greater than six inches diameter or depth, and are evenly surfaced.

PF-12 Waste and Recycling Receptacles

12.1 Cleanliness _____ x

- 90% of all receptacles are clean, and 100% are free of graffiti.
- Immediate area surrounding all receptacles is free of litter or debris.

12.2 Fullness _____ x

- 90% of all receptacles are not over half full.

12.3 Signage/Painting _____ x

- Painting has a uniform coat, color, and texture on 90% of all receptacles.
- Signage is legible, installed properly, and in the proper location.

12.4 Structural Integrity/Functionality _____ x

- 90% of all receptacles are free of cracks or damage that may affect their use.
- 90% are secured by lock and chain to avoid tampering or vandalism.
- 90% are of a similar design and function to provide uniformity throughout the parks.

PF-13 Ramada's, Benches, Tables, and Grills

13.1 Cleanliness _____ x

- 90% of available benches and tables are free of litter, dirt, and rust, and 90% of all grills are free of litter and ashes.

13.2 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

13.3 Painting _____ x

- 80% of tables, benches, and ramadas must be free of chipped or peeling paint, and must be of a uniform color and texture.

13.4 Structural Integrity/Functionality _____ x

- 90% of benches and tables are structurally sound, properly anchored, and free of sharp edges or protrusions. Grills are operational.
- 90% of ramadas are structurally sound.

**LEASE AGREEMENT
BETWEEN
THE CITY OF SEDONA
AND THE
SEDONA HISTORICAL SOCIETY**

THIS LEASE, made and entered into this day, June 8, 2010 by and between the City of Sedona (hereinafter called "LESSOR") and Sedona Historical Society (hereinafter called "LESSEE") supersedes and replaces the Lease originally executed between these parties on May 9, 1995 and amendment of May 1, 1999 in entirety:

WHEREAS, Lessor is the owner of real property located at 735 Jordan Road, Coconino County, State of Arizona, known as Jordan Historical Park (hereinafter called "Park") as diagramed in Exhibit A; and

WHEREAS, Lessee operates a public facility as a historical museum and buildings as set forth in Exhibit A open to the public and serving the community interests by preserving the heritage of Sedona; and;

WHEREAS, The Lessor recognizes the value of the Museum and efforts of the Lessee to preserve the community's history and heritage; and

WHEREAS, since 1998 Lessee has conducted historic preservation and educational activities and operations compatible with the land development code and historic nature of the Park; and

NOW THEREFORE, Lessor does hereby demise and let unto Lessee, and Lessee does hereby rent and take from Lessor, the following rights, and privileges in connection with the Park.

ARTICLE I -- USE OF THE PROPERTY

A. In consideration of the timely performance of the services set forth in Article III herein Lessee is authorized to share the use of the Park and its facilities for the benefit of members of the public. These uses include, but are not limited to, the operation of a museum, gift shop, education center, and as host of community and private events.

1. The Lessor retains the right to hold events on Park property and restrict access to the Park. The Lessor shall schedule any such events with the Lessee and shall give the Lessee thirty days notice.

ARTICLE II -- TERM AND RENEWAL OPTION

A. The term of this lease shall be for five (5) years, commencing on July 1, 2010 and continue through June 30, 2015.

B. Lessee shall have the option to extend the term of this lease, if not in default, for up to one additional term of five years. The Lessee shall request extensions by giving the Lessor

written notice not less than ninety (90) days and not more than one hundred-twenty (120) days before the end of the current lease term.

ARTICLE III -- CONSIDERATION

- A. Rent payments for Lessee use of the building and premises are hereby waived for the term of the lease. Lessee's use of the building and premises, together with the other benefits to Lessee hereunder, are strictly conditioned upon Lessee's full and timely performance of all obligations to the Lessor set forth as follows:
1. Lessee, a 501(c)(3) not-for-profit corporation, shall operate and maintain a museum and archives dedicated to preservation, public education and enjoyment of local and area history. Lessee shall provide educational opportunities for school children.
 2. Lessee shall, by all practical and reasonable means, preserve the written and pictorial history of the Greater Sedona area, and provide protected storage of archival materials and artifacts.
 3. Lessee shall exhibit materials and artifacts that represent the history of the area.
 4. Lessee shall establish procedures that provide for public access to its collections and provide a copy of the procedure to the Lessor.

ARTICLE IV -- OPERATIONS AND MAINTENANCE

- A. Lessee shall pay for all utilities associated with the operation of the museum. These shall include, but are not limited to the following: gas or fuel oil, telephone, electric, Internet service, and cable television. Lessor shall pay for the utilities associated with the operation of the Park and restroom building. These shall include the following: sewer, water, garbage collection for the restrooms and any exterior trash receptacles. Since the restroom building is not metered separately for electric, the Lessor shall reimburse Lessee for \$40.00 per month of the electric cost, which is for the operation of the restroom building.
- B. Lessee agrees, at its sole cost, to keep the interior of the premises in a safe, neat, clean and sanitary condition and to keep all buildings and interior improvements in good condition and repair at all times. This includes using particular care to keep any and all of its museum and antique displays, whether indoors or outdoors, safe. All displays shall be designed and established considering the safety of visitors and the public. The Lessor, in its sole discretion shall have the right, but not the duty, to require the Lessee, to change or remove outdoor displays of artifacts or museum pieces at any time for reasons that endanger the public safety.
- C. Lessee shall observe all applicable laws, rules regulations, ordinances, and codes.
- D. The Lessor will be responsible for the maintenance and repair of the exterior of the buildings and the premises in general. Lessor will keep the land and grounds surrounding the premises in a safe, neat, clean condition and in compliance with the most current City of Sedona Parks and Recreation Maintenance Standards as set forth in Exhibit B incorporated herein.

ARTICLE V-- CONSTRUCTION

- A. Lessee shall submit to the Lessor plans and specifications for any construction, remodeling, repainting or any other permanent or semi-permanent change to the premises prior to undertaking such project, each and every time the Lessee plans to undertake any such change. The Lessor, including the Historic Preservation Commission, shall review the submittal and approve or disapprove such submittal. Due to the historical nature of the facility, the Lessor has special concerns about the interior and exterior of the buildings and the surrounding land, and requires that the written approval of the Lessor be obtained prior to the Lessee performing any work. Any changes to the landscaping, exterior fixtures, or displays on the premises are subject to the same approval process.
- B. All improvements shall be constructed in full compliance with all applicable rules, regulations, codes and laws and shall be consistent with the historical character of the Building. Improvements must be conducted in conformity with guidelines established by the The Secretary of Interior's Standards for the Treatment of Historic Properties. No restrictions shall be placed upon Lessee as to the architects or contractors who may be employed by it in connection therewith, and they shall have free ingress to and from the premises.
- C. Lessee shall be responsible for all costs, including the cost of any and all permits required to perform the work, and the cost of any improvements or modifications that Lessee proposes.
- D. Any improvements that are permanently attached to the leased property or contained therein shall become the Lessor's property upon the termination of the lease.
- E. Prior to any fundraising efforts for capital improvements or new building facilities, a conceptual plan shall be submitted to the Lessor for approval. Lessee agrees to disclose any and all commitments Lessee has made or may make in the future concerning any structural alterations or additions within the Park. It is further agreed that any such commitments shall be subject to approval from the Lessor. Lessee agrees to assume all liability for any agreement or commitment that has or may be made without the approval of the Lessor and agrees to indemnify and hold the Lessor harmless for any such commitment. The Lessor retains the naming rights of any future facilities.

ARTICLE VI -- VANDALISM

In the case of exterior vandalism for the purpose of breaking into the building (doors/windows) the Lessee and Lessor will share costs with a 50/50 % split. General exterior vandalism, such as graffiti, will be the responsibility of the Lessor.

ARTICLE VII -- LESSEE EVENTS

- A. For all non-City, atypical park uses over 50 attendees; a temporary use permit is required. An atypical use of the Park or a facility within the Park, includes, but is not limited to, weddings, private parties, fundraising events, etc. For recurring events, such as the Annual Arts & Crafts Show and Sale, and Veteran's Day observance event, a temporary use permit covering the use for the term of this lease will be submitted for each event as long as the event closely matches the original application.
- B. Lessor will waive permit fees for Lessee to obtain temporary use permit(s).
- C. Event sponsor, whether the Lessor or Lessee, shall establish fees and be responsible for all costs that are above and beyond those described herein.
- D. Lessee may set a fee schedule for private events on the property, subject to review by the Lessor. Any agreements with organizations or users for private events involving a Temporary Use Permit shall include provisions for necessary insurance riders, maintenance deposits, and conditions of use.

ARTICLE VIII -- CITY INSPECTION

- A. The Lessor, or his designee shall, during operating hours of the museum, have the right to enter upon and inspect the interior of the premises. The Lessor, or his designee, shall have the right at all times to enter upon and inspect the general premises.
- B. The Lessee is responsible for maintaining the building interiors in a manner reasonably satisfactory to the Lessor and should this not occur, the Lessor reserves the right, following written notification to the Lessee with an opportunity to correct the defects, to have the necessary repairs performed and charged to the Lessee. The Lessee has the right to appeal the Lessor's decision(s) on maintenance to the City Council.

ARTICLE IX -- INSURANCE

- A. Liability
 - 1. Lessee agrees to defend, save and keep Lessor, its agents, employees, officers, agencies, and departments, harmless from any and all loss, expense, penalty or liability, resulting from active or passive negligence or wrong doing of Lessee or any of its employees or agents.. Lessee agrees to obtain and keep in force throughout the term of this lease; liability insurance with minimum limits not less than \$1,000,000 for any one injury, \$1,000,000 per any one accident and \$300,000 for property damage. Lessee shall furnish current certificates of insurance to Lessor that names the Lessor as an additional insured and obligating the insurer to provide the Lessor with thirty (30) days advanced written notice prior to termination of coverage.
 - 2. Lessor agrees to defend, save and keep Lessee, its agents, employees, officers, agencies, and departments, harmless from any and all loss, expense, penalty or liability,

resulting from active or passive negligence or wrong doing of Lessor or any of its employees or agents.

3. Lessor shall provide written notice of any changes to its liability requirements of Lessor.

B. Property insurance

1. Lessee shall maintain property insurance as necessary for items owned by the Lessee.

ARTICLE X -- LEASE NON-ASSIGNABLE

This lease shall not be sold, assigned or pledged, nor the premises sublet, nor a sale or transfer of control, in whole or in part, without the written consent of Lessor.

ARTICLE XI -- SURRENDER OF POSSESSION

The Lessee covenants to surrender the premises and all permanent improvements at the expiration of the term, or sooner if otherwise provided herein, in as good condition as at commencement of the term of the lease, ordinary wear and tear excepted. The Lessee shall remove all of its personal property at the time of surrender or termination, or if the premises are abandoned by Lessee without removal of its personal property, the same shall be removed and stored by the Lessor for a period of one hundred eighty (180) days, and then may be sold to satisfy the costs to the Lessor. The Lessee shall return personal property on loan from private parties.

ARTICLE XII-- REGULATORY COMPLIANCE

Lessee shall be responsible for regulatory compliance of all improvements or modification to the leased facilities necessary to Lessee's use and occupation. Lessor shall be responsible for regulatory compliance of all improvements or modifications to the premises necessary for use by the general public.

ARTICLE XIII -- DEFAULT OR CANCELLATION

- A. No waiver of default by Lessor of any of the terms and conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained to be performed, kept and observed by Lessee.

B. Remedies in the Event of Default

- a. It is understood and agreed that this lease is executed upon the condition that:
 - i. The Lessee maintains and operates under a satisfactory 501(c)(3) IRS status.
 - ii. Lessee will promptly fulfill and perform all the agreements by Lessee contained herein. If at any time during the term of this lease the Lessee shall fail to fulfill or perform any of the terms, conditions or covenants to be kept and performed by the Lessee, and should said non-performance

continue for a period of ninety (90) days after written notice by Lessor to Lessee, Lessor may, in its sole discretion; Extend the time in which the default may be cured. If the nature of Lessee obligations which it has failed to perform is such that more than ninety (90) days are required for cure, the Lessee shall provide the Lessor with a time schedule that must be submitted to Lessor for review and approval by Lessor. It shall not be deemed an event of default if Lessee commences and completes such cure within the approved time schedule. In addition, the Lessor may, at its option and determination, pursue any other appropriate remedy for the enforcement of the rights of the Lessor; or re-let the demised premises.

- C. Lessor may cancel this Agreement by giving Lessee ninety (90) days advanced notice, upon or after the happening of any of the following events:
- a. The filing by Lessee of a voluntary petition of bankruptcy;
 - b. The adjudication of Lessee bankruptcy pursuant to involuntary bankruptcy proceeding;
 - c. The appointment of a receiver of Lessee's assets if Lessee has not removed them within ninety (90) days;
 - d. The divestiture of Lessee's estate herein by other operation of law.
 - e. Upon 90 days notice of an uncured default of any of the terms of this lease.

ARTICLE XIV -- CANCELLATION BY LESSEE

Lessee, in addition to any other rights of cancellation given herein or by law, may cancel this Agreement and terminate all or any of its obligations hereunder at any time that Lessee is not in default hereunder, by giving Lessor ninety (90) days advance written notice, upon or after breach by Lessor of any of its obligations hereunder for a period of ninety days (90) days after receipt of a written notice of the existence of such breach, and where such breach has not been cured or reasonable steps taken to effect a cure.

ARTICLE XV -- QUIET ENJOYMENT

Lessor represents that it has the right to lease the premises, together with the facilities, rights and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof. Lessor agrees that, on performance of the obligations and agreements herein by Lessee, Lessee shall peaceably have and enjoy the leased premises in accordance with the terms of this lease.

ARTICLE XVI -- NOTICES

- A. Notices to Lessor provided for herein shall be sufficient if sent by written notice addressed to:

City Manager
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

Jordan Historical Park
Lease Agreement

B. Notices to Lessee, if sent by written notice shall be addressed to:

President
Sedona Historical Society
P.O. Box 10216
Sedona, AZ 86339

or to such other respective addresses as the parties may designate to each other in writing from time to time.

ARTICLE XVII -- NON-DISCRIMINATION

Lessee shall comply with all federal, state and local regulations prohibiting unlawful discrimination in employment, programs, services, activities and contracting.

ARTICLE XVIII -- NO PERSONAL LIABILITY

Neither the officials who constitute the City of Sedona, nor the Sedona Historical Society, nor any employee or agent of either entity, shall be charged personally with any liability under any covenant of this Lease, or because of any breach thereof, or because of the execution of this Lease.

ARTICLE XIX -- ENTIRETY OF AGREEMENT

This lease agreement shall constitute the full Agreement between "Lessor and Lessee". The Agreement may only be modified or amended in writing, signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on ____ of June, 2010.

Rob Adams, Mayor

ATTEST:

FOR LESSEE:

City Clerk

Bill Levengood, President

APPROVED AS TO FORM:

LESSEE WITNESS:

City Attorney

Valerie Girard, Vice President

Exhibits

Exhibit A- Aerial of Jordan Historical Park

Exhibit B- City of Sedona Parks and Recreation Maintenance Standards



Entrance

Storage Shed

Exhibit →

Restroom

Tractor Shed

Parking

JORDAN ROAD

Barn

Residence

2010 Barn Extension
(not shown)

Orchard

Entrance

Exhibit A
Jordan Historical Park



0 30 60 Feet

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.
GIS, City of Sedona
11/12/2009
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MAINTENANCE SPECIFICATIONS

Level of Standards for City of Sedona Park Facilities

The City of Sedona Parks and Recreation Department Park facilities include:

Posse Grounds Park

Sunset Park

Jordan Historical Park

Jack Jamesen Pocket Park

Botanical Garden Pocket Park

Grey Back Pocket Park

Sedona Community Pool

Sedona Teen Center

Jack Malgram Skate Park

All trails, trailheads, and parking lots within the City Parks system.

Introduction

In an effort to recognize the great variations of maintenance requirements of the City's Parks and facilities, it has become necessary to develop for implementation an acceptable Level of Standards policy.

Objectives of having standards

- Communicate condition of the park system to City management and staff, elected officials, and the public.
- Develop and communicate the Parks & Recreation goals regarding maintenance standards.
- Assist Parks & Recreation staff in training, scheduling, and prioritizing maintenance functions and resources.
- Improve park conditions by efficient resource allocation and improved parks maintenance procedures.

TABLE OF CONTENTS

SECTION I: CATEGORIES OF PARK FEATURES
SECTION II: ELEMENTS OF PARK FEATURES
SECTION III: PARK MAINTENANCE STANDARDS
SECTION IV: EVALUATION FORM

SECTION I : CATEGORIES OF PARK FEATURES

Based on the diverse nature of the parks system, the Level of Standards policy will be divided into the following categories of Park Features:

- I. Landscaped and Hardscaped Areas**
 - 1. Lawns
 - 2. Ornamental Gardens, Shrubs, Groundcovers
 - 3. Trees
 - 4. Hardscapes and Trails
 - 5. Open Space

- II. Recreational Areas**
 - 6. Turf Athletic Fields
 - 7. Outdoor Athletic Courts
 - 8. Children’s Play Areas
 - 9. Dog Park Areas

- III. Amenities and Structures**
 - 10. Restrooms
 - 11. Parking Lots and Surfaces
 - 12. Waste and Recycling Receptacles
 - 13. Ramadas, Benches, Tables, and Grills
 - 14. Amenities and Structures

SECTION II: ELEMENTS OF PARK FEATURES (PF)

- I. Landscaped and Hardscaped Areas**
 - 1. Lawns
 - Cleanliness
 - Color
 - Density
 - Drainage
 - Irrigation
 - Edging
 - Mowing Height
 - Weeds/Pests
 - Holes

 - 2. Ornamental Gardens, Shrubs, Groundcovers
 - Cleanliness
 - Pruning
 - Plant Health
 - Weeds/Pests

3. Trees
 - Pruning
 - Plant Health
 - Invasives
4. Hardscapes and Trails
 - Cleanliness
 - Drainage
 - Graffiti
 - Weeds/Pests
5. Open Space
 - Cleanliness
 - Native Plants Only-Zeroscape

II. Recreational Areas

6. Turf Athletic Fields
 - Cleanliness
 - Color
 - Drainage
 - Irrigation
 - Fencing
 - Functionality of Structures
 - Graffiti
 - Painting/Striping
 - Surface Quality
 - Mowing Height
 - Weeds/Pests
7. Outdoor Athletic Courts
 - Cleanliness
 - Drainage
 - Fencing
 - Functionality of Structures
 - Graffiti
 - Painting/Striping
 - Surface Quality
8. Children's Playground Areas
 - Cleanliness
 - Fencing
 - Functionality of Equipment

- Integrity of Equipment
 - Graffiti
 - Signage
 - Surface Quality
9. Dog Park Area
- Bag Dispenser/Waste Receptacle
 - Cleanliness
 - Drainage
 - Signage
 - Surface Quality

III. Amenities and Structures

10. Restrooms
- Cleanliness
 - Graffiti
 - Functionality of Structures
 - Lighting
 - Odor
 - Painting
 - Signage
 - Supplies
 - Waste Receptacles
11. Parking Lots and Surfaces
- ADA Spaces
 - Cleanliness
 - Curb Conditions
 - Drainage
 - Graffiti
 - Signage/Striping
 - Surface Quality
12. Waste and Recycling Receptacles
- Cleanliness
 - Fullness
 - Signage/Painting
 - Structural Integrity and Functionality
13. Ramadas, Benches, Tables, and Grills
- Cleanliness
 - Graffiti
 - Painting

- Structural Integrity and Functionality

14. Amenities and Structures

- Exterior of Buildings
- Drinking Fountains
- Fencing
- Retaining walls
- Signage

SECTION III: PARK MAINTENANCE SPECIFICATIONS

A. Turf

1. Turf will be maintained according to species and variety of grass, at a uniform height of 1-2 inches.
2. The grass at will be mowed and trimmed every five (5) working days, or as necessary to achieve the above standard.
3. Aeration will be performed 3-6 times per year and more for heavily used areas.
4. Topdress athletic fields twice per year with a clean sand/organic mixture.
5. Fertilize all turf 6 times per year during the growing season with a balanced 3:1:2 ratio fertilizer applying 1 pound of nitrogen per 1,000 square feet per application. Test soils annually to determine additional plant/soil health needs.
6. Over-seed all turf in the fall when scheduled play is over. Apply 8-10 pounds of Perennial Rye/KBlue/Fescue per 1, square feet.. Apply additional seed at 1-2 pounds per 1,000 sqft. as needed during spring recovery and to spot seed weak areas.
7. Apply pellitized gypsum, or other amendments as needed based on soil tests.
8. Apply pesticides as required to comply with the Parks Level of Standards quality requirements. All pesticide use is based on strict IPM (Integrated Pest Management) industry standards.

B. Irrigation

The single most important element in turf management is water. Proper water use is key to healthy turf, which promotes less fertilizer and pesticide use, while providing a firm and uniform playing surface. Over-watering is the number one factor contributing to poor turf conditions.

1. ALL irrigation application rates will be based on daily weather data observations and the daily E.T. (Evapotranspiration Rate), by matching the sprinkler zone precipitation rate to the daily E.T. rate. An onsite weather station and integrated controllers will provide the daily water requirement E.T. data.. Daily adjustments will be made accordingly.
2. Irrigation systems will be inspected weekly during the growing season to insure proper sprinkler rotation, adjustment, and coverage.
3. Leaks will be repaired immediately.
4. All sprinklers and valve boxes will be set flush with grade.

C. Athletic Fields/Skinned Infields

1. All baseball/softball infields will be groomed daily during league play.
2. Construct skinned infields using an approved specification infield mix to form a solid uniform surface for each sport. Perform mechanical cultivation, grooming, raking, and watering techniques to provide the proper playing surface.
3. Grade infields to ensure proper drainage. Annual laser leveling may be required to achieve proper level. Add soil conditioner and infield mix annually to infields and warning tracks to provide proper level.
4. Rake, level, fill holes, and pack pitchers mounds and home plate areas after every game during league play.
5. Remove rocks, dirt clods, and debris from the play areas daily.

6. Inspect bases, home plates, and pitcher rubbers daily for damage and wear. Repair and replace as needed.
7. Broom, rake, power wash, edge, or re-sod dirt build-up areas around the lips of the infields or warning tracks to provide a smooth transition from turf to dirt.
8. All fields on which scheduled games occur will be groomed and chalked prior to the scheduled start time of the game. In the situation where numerous games are scheduled on the same field on the same day, the field will be groomed and chalked prior to the first scheduled game only. Fields will not be chalked for practices. Saturday scheduled games will be groomed and chalked Friday, unless previous arrangements have been made with, and authorized by the Parks Superintendent.
9. Light controls are to be set only by Parks and Recreation staff. Emergency controls are available.
10. Inspect lights monthly for proper function. Replace burned out lamps when 10% or more are out.
11. Conduct annual lighting audit to ensure uniform coverage.

D. Athletic Fields/Turf

1. The lines on the multi-use soccer/football field will be painted weekly throughout the season.
2. Inspect soccer/football field daily. Remove all litter or debris.
3. Repair all holes or damaged areas immediately with sod or soil/seed mix.
4. Re-anchor goals immediately, if needed.
5. Repair and replace torn or tattered nets.
6. Maintain according to section A and B.
7. Repair all holes or damaged areas immediately with sod or soil/seed mix.
8. Turf athletic fields are available for non-sport special events, provided a significant rain event has not occurred prior to the event, and the Parks and Recreation staff is on-site during set up and tear down.

E. Playground Equipment

1. Check all play equipment and surrounding play areas daily. Repair broken equipment immediately or notify a supervisor of follow-up work or materials needed.
2. For major damage or repairs, isolate, remove, or close the damaged piece/area from use until repairs are complete.
3. Remove all litter and debris daily.
4. Perform official monthly inspections on play equipment and surrounding play areas. Record all observations, deficiencies, and schedule repairs.

F. Play Surfaces

1. Check all surfaces daily. Remove all litter and debris.
2. Add fall surface material as needed to stay within ASTM and NSPI standards.
3. Repair and replace damaged rubber cushion surfaces immediately.

4. Inspect fall surface for drainage issues after heavy rains. Surface should be free of standing water within 24 hours.
5. Inspect playground borders weekly. Repair deficiencies.

G. Ramadas/Shelters/Buildings

1. Inspect buildings, tables, and grills monthly for any structural, electrical, plumbing, or equipment damage and repair needs. Isolate and hazardous conditions from use and repair ASAP.
2. Pick-up all litter and debris, remove any hazards daily. Clean up after each use.
3. Maintain grounds on same schedule as rest of the park.
4. Repaint or water-seal all structures every 3 years, or sooner, depending on deterioration.
5. Perform pesticide treatments under the Parks IPM Plan for insect, rodent, or weed control.
6. Clean grills and remove old coals weekly.
7. Inspect for fire hazards such as low limbs or debris. Remove hazards immediately.

H. Trash Receptacles

1. Empty trash receptacles (pull liners) if more than half full or sooner depending on odor or pests.
2. Wash out containers monthly.
3. Inspect weekly for worn, damaged, or missing parts and repair or replace immediately.
4. Inspect surrounding areas daily and cleanup all litter or debris around receptacles or dumpsters.

I. Restrooms

1. Inspect all restrooms daily to ensure the lighting, electrical, and plumbing fixtures are functional. Isolate any hazardous conditions from use. Repair or report all deficiencies immediately.
2. Repaint restrooms on a regular basis. Remove all graffiti immediately.

J. Outdoor Sport Courts

1. Clean litter and debris from court surfaces daily and remove any hazards.
2. Repaint or resurface courts when worn areas exceed 20% of court surface, or as scheduled per department "resurfacing plan".
3. Inspect nets weekly to ensure proper function. Repair or replace excessive wear items on a regular basis. Tennis nets must be set to a center height of 36".
4. Inspect lights monthly. Repair all deficiencies immediately.
5. Check ballast boxes and timers weekly for proper operation.
6. Replace lamps when 10% or more are burned out.
7. Conduct annual lighting audits to ensure proper coverage.
8. Inspect goals and backboards weekly. Repair any deficiencies immediately.

K. Sand Volleyball/Horseshoe Courts

1. Check courts daily and pick up all litter and debris.
2. Inspect nets weekly to ensure proper function. Replace worn nets promptly.
3. Inspect courts weekly to insure a level surface. Add sand, till, or level surfaces weekly to provide consistent playing surfaces.

L. Ornamental Gardens/Pocket Parks(non-turf)

1. Check daily for litter or debris.
2. Inspect irrigation systems weekly for proper function. Ensure all drip tubes are buried and all valve boxes are set flush with grade. Repair all discrepancies or leaks immediately.
3. Schedule watering in the evenings and manage irrigation cycles per section B.
4. Manually manage weed control to ensure entire area is 90% weed free.

M. Parking Lots and Walkways

1. Check daily for litter and debris.
2. Sweep and stripe parking lots on a regular basis.
3. Remove all broken curbs immediately.
4. Edge walkways on a 30-day rotation. Including cracks or expansion joints.
5. Sweep or blow walkways a minimum of once a week.

N. Signage/Fencing

1. Inspect all signs and fences weekly for damage or vandalism.
2. Insure the proper sign is in the proper location, and properly installed.
3. Isolate hazardous deficiencies from use. Repair immediately.

O. Drinking Fountains

1. Inspect all fountains weekly for cleanliness and functionality. Repair any leaks or discrepancies immediately.
2. Insure ADA compliance for all appropriate fountain locations.

P. Bleachers/Benches/Bridges

1. Check all weekly for vandalism or damage.
2. Isolate hazardous deficiencies from use and schedule repairs ASAP.
3. Paint or water seal annually, depending on deterioration.

Q. Lights/Security

1. Check all security systems daily. Report or repair all deficiencies immediately.
2. Check all lights monthly. Report or repair all deficiencies immediately.

R. Pool

1. Check entire pool facility daily. Remove all liter and debris.
2. Check water quality, circulation system, heaters, and skimmer function daily. Make required adjustments immediately.
3. Brush entire surface daily. Vacuum a minimum of twice a week prior to scheduled events (early AM) or on off days during slow times.

SECTION IV: EVALUATION FORM

The Measurable Standards evaluation form should be completed for each individual park using the categories specific to each park. A simple “yes” or “no” answer is used for determining whether each element meets the standard. The park is then evaluated on the aggregate score for the number of standards that it meets. This information will be used for many different purposes such as identifying maintenance problems or trends, allocation of resources, and improving park conditions.

Measurable Standards of Park Features

PARK: _____ DATE: _____

PF-1 Lawns

1.1 Cleanliness _____ x

- Turf is free of liter and organic debris.

Note: For all categories, examples of liter include cigarette butts, paper wrappings, newspaper, cans, bottles, and larger items. Examples of debris include tree limbs, brush, rocks, etc. Leaves are excluded.

1.2 Color _____ x

- 80% of turf is fairly green.

Note: 80% applies to only the growing season.

1.3 Density _____ x

- 80% of the turf area is free of bare spots.

Note: Does not include damage due to vandalism or animals.

1.4 Drainage _____ x

- 80% of the turf area is free of standing water two days after rain or two hours after irrigation.

1.5 Irrigation _____ x

- Irrigation applications to be closely monitored and adjusted based on weather conditions to avoid soil saturation, over watering, or standing water. No visible leaks. All sprinklers and valve boxes level to grade.

1.6 Edging _____ x

- 80% of the edges are clearly defined and have less than 4 inches of growth over adjoining landscape or path.

1.7 Mowing Height _____ x

- Lawns are mowed and kept at a uniform height of 1-2 inches. Clippings are scattered or picked up each mowing.

1.8 Weeds/Pests _____ x

- 90% of the surface is weed free.
- Surface will be 90% free of burrowing animal holes.
- 90% of the surface is free of insect damage.

PF-2 Ornamental Gardens, Shrubs, and Ground Covers

2.1 Cleanliness _____ x

- Completely free of litter and debris.

Note: Leaves are excluded

2.2 Plant health _____ x

- 90% or more of all plants are healthy and alive.

2.3 Pruning _____ x

- 100% of all plants have the appropriate size and shape for their location and function.

2.4 Irrigation _____ x

- No visible leaks. All sprinklers and valve boxes are level to grade. All drip tubes are buried out of sight.

2.5 Weeds _____ x

- 90% weed free at all times and 100% free of invasive vines.

PF-3 Trees

3.1 Pruning _____ x

- No broken, crossed, or hanging limbs.
- All limbs pruned as to not impede walkways, streets, or recreation areas.

3.2 Plant Health _____ x

- All trees are healthy and alive. Dead trees to be removed immediately.

3.3 Invasives _____ x

- All trees to be free of invasive vines, or parasitic plants (mistletoe).

PF-4 Hardscapes and Trails

4.1 Cleanliness _____ x

- Hardscapes and trails are free of liter and debris.

4.2 Drainage _____ x

- 95% of all surfaces are free of standing water two days after a rain.
- Heavy rain damage is repaired within 5 days.

4.3 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

4.4 Weeds/Pests _____ x

- 95% of all surfaces are weed free.

Note: Does not apply to edges or adjoining landscape.

PF-5 Open Space

5.1 Cleanliness _____ x

- Completely free of liter and debris.

5.2 Native Zeroscape

- 100% Native plants. Zero maintenance.

PF-6 Turf Athletic Fields

6.1 Cleanliness _____ x

- Free of liter and debris

6.2 Color _____ x

- Turf athletic fields are uniformly green.

Note: During the growing season

6.3 Drainage _____ x

- Free of standing water two days after a rain or two hours after irrigation.

Note: During heavy rain or saturation, fields will be closed.

6.4 Irrigation _____ x

- Irrigation practices to be closely monitored and adjusted based on weather conditions to soil saturation, over watering, or standing water. No visible leaks. All sprinklers and valve boxes level to grade.

6.5 Fencing _____ x

- Fencing is functional, free of protrusions, and free of holes or gaps.

6.6 Functionality of Structures _____ x

- 90% of available sport-related and support structures are operational for playing and observing sports.

6.7 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

6.8 Painting/Striping _____ x

- All baseball/softball fields will be striped on game day prior to the first game only, and only during the specified season.
- Soccer/football fields will be striped weekly during the specified season.

6.9 Surface Quality _____ x

- All baseball/softball in-fields will be mechanically groomed a minimum of twice a week during the season. Grooming will include mechanical tilling and raking.
- All turf areas will be free of holes or uneven surfaces.

6.10 Mowing Height _____ x

- Turf will be mowed at a uniform height of 1-2 inches. Clippings will be scattered or picked up after each mowing.

6.11 Weeds/Pests _____ x

- Turf will be 90% weed free and 90% free of insect damage.

PF-7 Outdoor Athletic Courts

7.1 Cleanliness _____ x

- Court surfaces are free of litter and debris.

7.2 Drainage _____ x

- 95% of the surface is free of standing water two days after a rain.

7.3 Fencing _____ x

- Fencing is functional, free of protrusions, and free of holes or gaps.

7.4 Functionality of Structures _____ x

- 90% of available sort related structures are operational for playing and observing sports.

7.5 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

7.6 Painting/Striping _____ x

- Play lines are clearly visible and worn paint areas do not exceed 20% of the total court surface.

7.7 Surface Quality _____ x

- Court is smooth, free of irregularities in grade greater than half inch. Free of cracks or holes greater than one inch in width or depth.

PF-8 Children's Playground Areas

8.1 Cleanliness x

- Children's play area is free of liter, debris and weeds. Sandbox is free of all foreign debris.

8.2 Fencing x

- Where applicable, fencing is functional, free of protrusions, and free of holes or gaps.

8.3 Functionality of Equipment x

- Minimum of 80% of intended play equipment is present and functional.

8.4 Integrity of Equipment x

- 80% of play equipment is free of deteriorations, such as rust, rot, chipped or peeling paint, dents, and 100% free of sharp edges or protrusions. 100% of attachments, bolts, screws, etc. are secure.

8.5 Graffiti x

- Zero Tolerance. Must be reported immediately and abated within 48 hours.

8.6 Signage x

- All signs are legible, properly installed, and located in visible locations.

8.7 Surface Quality x

- If applicable, sand is loose (not compacted), level, and at least 12 inches deep.
- 100% of rubber surface, or wood chip surface, is present and in good condition.

PF-9 Dog Park Areas

9.1 Bag Dispenser x

- Bag dispensers are available and fully operational.

9.2 Cleanliness x

- Dog park entrance is free of liter, debris, and feces.

9.3 Signage x

- Park signs for leash laws and park rules are legible, properly installed and properly located.

PF-10 Restrooms

10.1 Cleanliness _____ x

- Entry way and interior are free of liter and debris.
- Toilets, urinals, diaper-changing stations are clean.

10.2 Graffiti _____ x

- Restrooms are free of graffiti. Must be reported immediately and abated within 48 hours.

10.3 Functionality of Structures _____ x

- All entry/exit doors, toilets, urinals, partitions, stall walls and doors, diaper changing stations, faucets, and sinks are operational and leak free.

10.4 Lighting _____ x

- 90% of all lights are operational.

10.5 Odor _____ x

- Restroom is free of offensive odors.

10.6 Painting _____ x

- Paint has a uniform coat, color, and texture.

10.7 Signage _____ x

- Restroom signs are legible, properly installed, and in the proper location.

10.8 Supplies _____ x

- Restrooms are properly stocked with toilet paper, paper towels, soap, and air freshener.

10.9 Waste Receptacle _____ x

- Waste receptacles are clean and not overflowing.

PF-11 Parking Lots and Roads

11.1 ADA Parking Spaces _____ x

- Proper number of ADA parking spaces are available in the proper locations and marked with appropriate signage.

11.2 Cleanliness _____ x

- Parking lots and roads are free of debris and liter.

11.3 Curbs _____ x

- 90% of curbs, or parking blocks, are intact.
- No broken or displaced curbs.

11.4 Drainage _____ x

- Parking lots and roads are free of standing water two days after a rain.

11.5 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

11.6 Striping/Signage _____ x

- 75% of parking and road strips are visible.
- All signs are legible, properly installed, and in the proper location.

11.7 Surface Quality _____ x

- Parking lots and roads are free of potholes greater than six inches diameter or depth, and are evenly surfaced.

PF-12 Waste and Recycling Receptacles

12.1 Cleanliness _____ x

- 90% of all receptacles are clean, and 100% are free of graffiti.
- Immediate area surrounding all receptacles is free of litter or debris.

12.2 Fullness _____ x

- 90% of all receptacles are not over half full.

12.3 Signage/Painting _____ x

- Painting has a uniform coat, color, and texture on 90% of all receptacles.
- Signage is legible, installed properly, and in the proper location.

12.4 Structural Integrity/Functionality _____ x

- 90% of all receptacles are free of cracks or damage that may affect their use.
- 90% are secured by lock and chain to avoid tampering or vandalism.
- 90% are of a similar design and function to provide uniformity throughout the parks.

PF-13 Ramada's, Benches, Tables, and Grills

13.1 Cleanliness _____ x

- 90% of available benches and tables are free of litter, dirt, and rust, and 90% of all grills are free of litter and ashes.

13.2 Graffiti _____ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

13.3 Painting _____ x

- 80% of tables, benches, and ramadas must be free of chipped or peeling paint, and must be of a uniform color and texture.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SEDONA
AND
THE SEDONA HISTORICAL SOCIETY**

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered on June 8, 2010 by and between the City of Sedona (hereinafter referred to as "CITY") and Sedona Historical Society (hereinafter referred to as "SHS") establishes a formal understanding between the CITY and SHS based on the premise that both parties understand that:

WHEREAS, both parties agree upon the importance of a relationship to educate the public about Sedona's history and;

WHEREAS, the SHS has entered into a separate lease agreement with the CITY for use of Jordan Historical Park which is located on real property owned by the CITY and;

WHEREAS, the existing lease agreement between the CITY and SHS outlines the legal responsibility of each entity or organization as it applies to the lease requirements and operation of Jordan Historical Park and;

WHEREAS, the purpose of this MOU is to formally establish a record of understanding between the CITY and SHS as to the responsibilities of each organization in order to maximize cooperation and continue the partnership between both organizations on items that are not recorded on the lease:

NOW THEREFORE THE CITY AND SHS UNDERSTAND AND AGREE TO THE FOLLOWING:

1. SHS agrees to keep the museum open to the public an average of 25 hours per week, excluding legal holidays recognized by the City.
2. The City may appoint a liaison to serve as a City representative to attend all General Membership and Board of Directors meetings held by the SHS. This liaison will serve as a non-voting attendee and may be a City staff member, a member of the Parks and Recreation Commission, or City Council.
3. SHS agrees to provide the City with a copy of the Internal Revenue Service Form 990 within 60 days of filing.
4. SHS agrees to provide an annual written report to the City by the end of the second quarter of the calendar year.
5. SHS agrees to include the City logo on all printed and electronic advertising materials or include a reference that the museum is located in a City of Sedona Park.
6. SHS agrees to notify the City of all grant applications that will cause a modification to the Park or any of its facilities. SHS will also provide the grant purpose and amount requested.
7. Notices to the City provided for herein shall be sufficient if sent by written notice addressed to:

City Manager

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

8. Notices to Lessee, if sent by written notice shall be addressed to:
President

Sedona Historical Society
P.O. Box 10216
Sedona, AZ 86339

or to such other respective addresses as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on ____ of June 2010.

Rob Adams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

SHS President



**CITY COUNCIL
AGENDA BILL**

**AB 2588
June 9, 2020
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of a Resolution authorizing a Real Estate Purchase and Sale Agreement for the City of Sedona to purchase the property located at 460 Forest Road (APN 401-16-100) located in Coconino County, City of Sedona, Arizona, for the sum of \$410,000 for use as a future parking structure.

Department	Community Development
Time to Present	N/A
Total Time for Item	
Other Council Meetings	December 10, 2019, February 25, 2020, March 10, 2020 Executive Session
Exhibits	A. Resolution B. Real Estate Purchase and Sale Agreement (APN 401-16-100)

City Attorney Approval	Reviewed 6/2/20 RLP	Expenditure Required	\$ 410,000
City Manager's Recommendation	Approve the real estate purchase and sale agreement for property at 460 Forest Rd.	Amount Budgeted	\$ 0
		Account No. (Description)	22-5320-89-6836 (Uptown Parking Improvements)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The properties located at 430 Forest Road (APN 401-16-071) and 460 Forest Road (401-16-100), within Coconino County, Arizona, have been identified by the City of Sedona as having prospective use for a public purpose, which may include the future location of a parking garage.

The City has the legal authority to acquire property for public purposes in accordance with A.R.S. § 9-401.

The City of Sedona purchased the property located at 430 Forest Road in April 2020. Staff has been in negotiations with the owner of the 460 Forest Road parcel and has reached terms for the potential purchase by the City of this property. The terms outlined in the enclosed Real Estate and Purchase Agreement (Exhibit B), which reflect a purchase price of \$410,000 plus

closing costs, reflect best and final offers from each party and are now presented to the City Council for consideration and approval.

The fair market value for the parcel was identified through two separate professional valuations performed by Appraisal Technology and Jeff Windle. The parcel was valued at \$250,000 and \$310,000 respectively.

Budgetary Implications: Adequate cash balances exist in the accumulated paid parking monies to pay for this purchase; however, the land acquisition was budgeted for the later years in the Capital Improvements Plan. Excess budget capacity is available in the Affordable Housing Fund. Of the \$2,000,000 Affordable Housing contingency budget, only \$105,000 has been obligated for Fiscal Year 2019-20. If approved, a budget transfer will be made from the Affordable Housing contingency budget to cover the land purchase and any ancillary costs such as title fees that will be paid from accumulated paid parking monies.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution 2020-__ authorizing the Real Estate Purchase and Sale Agreement for the City of Sedona to purchase the property located at 460 Forest Road (APN 401-16-100) Sedona, Arizona, for the sum of \$410,000.

RESOLUTION NO. 2020-__

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA,
ARIZONA APPROVING AND AUTHORIZING THE PURCHASE REAL PROPERTY
FOR PUBLIC PURPOSE USE.**

WHEREAS, the City has the legal authority to acquire property for public purposes in accordance with A.R.S. § 9-401; and

WHEREAS, the City Council has determined that the property located at 460 Forest Road (APN 401-16-100), within Coconino County, Arizona (Subject Parcel) has viable uses for a public purpose for the future location of a parking structure; and

WHEREAS, the City has negotiated with the owner of the Subject Parcel and arrived at a mutually agreeable purchase price of Four Hundred Ten Thousand Dollars (\$410,000) which reflects fair market value for the Subject Parcel.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City of Sedona, through its Mayor and Council, hereby approves the purchase of the Subject Parcel and authorizes the Mayor to execute any and all documents on behalf of the City of Sedona, Arizona necessary for the completion of the transactions.

PASSED AND ADOPTED this 9th day of June, 2020 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

REAL ESTATE PURCHASE AND SALE AGREEMENT

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

RECITALS:

Whereas, Seller is the owner of a parcel of real property located at 460 Forest Road, Coconino County Assessor’s Parcel No. 401-16-100, legally described on Exhibit “A” attached hereto (the “Property”); and

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

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

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

2. **Sale of Property.** Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller upon the terms and conditions set forth herein.

3. **Purchase Price.** The Purchase Price for the Property shall be the sum of \$410,000.00 to be paid in full upon the Close of Escrow.

4. **Escrow Agent and Title Report.**

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

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

(c) Immediately following the Effective Date, Seller shall instruct the Escrow Agent to deliver to Buyer, at Buyer’s expense, if any: (i) a preliminary title report for a standard coverage owner’s policy of title insurance for the Property setting forth the current status of title (“Title Report”); (ii) copies of all items appearing as exceptions to

title insurance coverage; and (iii) an estimate of the additional charges required by Escrow Agent to upgrade the title insurance coverage to an extended form.

(d) Seller agrees Buyer shall be entitled to object to any matters disclosed by the Title Report, by delivering written notice of objection (a "Title Objection Notice") to Seller and Escrow Agent no later than five (5) days from Buyer's receipt of the Title Report. Any Title Objection Notice delivered by Buyer shall specify in reasonable detail any matter to which Buyer objects (the "Title Objection(s)"). If Escrow Agent subsequently issues any amendment to the Title Report disclosing any additional title matters, changes in the legal description, or additional requirements of Buyer, or if any revision to a survey procured by Buyer discloses any additional matter(s) affecting the Property, then Buyer shall be entitled to object to any such newly discovered matter by delivering a Title Objection Notice to Seller and Escrow Agent on or before five (5) business days after Escrow Agent has delivered to Buyer the amendment to the Title Report and any Schedule B items, if applicable (or Buyer has received the revision to a survey). If Buyer fails to deliver a Title Objection Notice objecting to any matter set forth in the Title Report or any survey (or any subsequent amendment thereto) within the time period required under this Section 4(d), Buyer shall be deemed to have approved the matter as of the last day of that time period. All matters to which Buyer has not objected to are referred to in this Agreement as the "Permitted Exceptions."

(e) If Buyer timely delivers a Title Objection Notice, then Seller shall notify Buyer on or before the date that is five (5) days after Seller's receipt of the Title Objection Notice that either (i) the Title Objection(s) have been removed from the Title Report by Escrow Agent such that the Title Objection(s) no longer affects or encumbers the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (ii) Seller irrevocably commits prior to Closing to cause Escrow Agent to remove objectionable items from the Title Report such that the Title Objection(s) no longer affect or encumber the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (iii) Seller is unable or unwilling to have the Title Objection(s) removed. If Seller fails to provide such notice to Buyer within the time period required under this Section 4(e)(1), it shall be deemed that Seller is unwilling to cure the Title Objection(s). If Seller timely notifies Buyer

(or fails to notify Buyer within the time period) that it is unable or unwilling to have the Title Objection(s) removed or is otherwise unable or unwilling to cure the Title Objection(s) to Buyer's satisfaction, then Buyer, by delivering written notice to Seller no later than five (5) days following Seller's notice to Buyer and Escrow Agent (or the date set as the deadline for Seller to deliver such notice to Buyer and Escrow Agent) in accordance with this Section 4(e)(1), may elect either: (A) as Buyer's sole remedy hereunder, to terminate this Agreement and receive the entire sums deposited with the Escrow Agent (and any interest earned thereon) and thereafter the parties shall have no further rights or obligations under this Agreement except those rights which specifically survive termination; or (B) waive such objections and take title as it then is (subject to, and the Closing is expressly conditioned upon, removal of any other Title Objection(s) that Seller has agreed to cause to be removed from the Title Report and/or cured as provided hereinabove), in which event all title Objection(s) not removed from the Title Report and cured as provided above will thenceforth be deemed Permitted Exceptions; and this Agreement shall remain in full force and effect. The failure by Buyer to timely elect either clause (A) or (B) above shall be deemed Buyer's election to proceed with clause (A) above.

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

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

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

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

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

6. **Close of Escrow.** Buyer and Seller agree to the Close of Escrow upon Buyer's acceptance of the Closing Conditions set forth in Section 7 ("Closing" or "Close of Escrow"), in any event, not later than June 30, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Title. Seller agrees to transfer the title to the Property to Buyer upon the Close of Escrow by Special Warranty Deed without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

13. Taxes and Assessments. All real and personal property taxes and any assessments against the Property shall be pro-rated through the Close of Escrow.

14. Closing Documents.

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

- i. The Special Warranty Deed for the Property in the form required by Escrow Agent;
- ii. An Affidavit of Value for the Property as required by law;
- iii. The standard owner's title policy required;
- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

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

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

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

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

17. Notices.

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

Seller:

Mitsuaki Hanzawa
P.O. Box 574
Sedona, Arizona 86339

Buyer:

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

With a copy to:

Empire West Title Agency
3000 West State Route 89A, Suite 2000
Sedona, Arizona 86336

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier

service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail; and

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

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

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

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

21. Jurisdiction and Venue. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Coconino and not elsewhere. Each party specifically submits itself to the jurisdiction of said Court and waives any objection to venue.

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

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

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

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

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

EFFECTIVE this ____ day of June, 2020.

SELLER:

Mitsuaki Hanzawa

By: _____

BUYER:

City of Sedona

By: _____
Its: Mayor

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Subdivision: MANZANITA HILLS UNIT 01 Lot: 41 Sixteenth: SE Quarter: NE Section:
07 Township: 17N Range: 06E Neighborhood 08.01 - LAZY BEAR - MANZANITA -
ROLLING HILLS - INDIAN TRAILS-ANASAZI-CIBOLA HILLS-MOGOLLON HOMES



**CITY COUNCIL
AGENDA BILL**

**AB 2579
June 9, 2020
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Public hearing/discussion/possible action regarding a Resolution and Ordinance establishing Parking In-Lieu Fees within the Uptown Sedona Business District.

Department	Community Development
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	December 10, 2019, February 25, 2020
Exhibits	<ul style="list-style-type: none"> A. Proposed Parking In-Lieu Fees within the Uptown Sedona Business District B. Proposed Parking In-Lieu Fee District Map C. Proposed Resolution D. Proposed Ordinance

City Attorney Approval	Reviewed 6/2/20 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a resolution and ordinance implementing a fee in lieu policy.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On December 10, 2019, the City's consultant team, Walter P. Moore Associates, presented the draft final report for the Uptown Sedona Parking Facility Needs, Siting, and Design Concept Assessment to the City Council. Council requested that the consultant and staff evaluate additional options for surface parking lots on the North Forest Road and Jordan Road sites, as well as additional parking structure concepts for the North Forest Road site. The adoption of in-lieu fees was also discussed on December 10th. Before moving forward with further consideration of an in-lieu fee option to meet parking requirements, Council wanted to ensure that, if parking fees were assessed and collected, the City had definitive plans to expand the parking supply sufficient to meet whatever new demand the new development or redevelopment generated.

On February 25, 2020, the additional parking structure and lot options were presented, and Council expressed support for a parking structure option at the North Forest Road site. Council

was also supportive of moving forward with the adoption of the parking in-lieu fee for Uptown. The Notice of intent for the fee was posted on the City’s website on February 27th. The mandatory 60-day comment period ended on April 26th.

The Proposed Parking In-Lieu Fee offers an option to pay a fee “in-lieu” of providing a portion of the number of on-site parking spaces required by the Land Development Code. The City would then be responsible for providing central or common parking facilities. The adoption of an in-lieu fee is being proposed at \$35,000 per space and as a strictly voluntary assessment.

Within the boundaries of the Uptown Sedona Business District (Exhibit B to the proposed Resolution), up to 100 percent of the parking requirements generated by new development or additions for all uses except lodging may be satisfied by the payment of in-lieu fees. For lodging uses, up to 10% of the parking requirement generated by new development or additions may be satisfied by the payment of in-lieu fees. In the February 25th meeting, Council expressed concerns that lodging projects that require larger amounts of parking should not have the option of buying out of 100 percent of their parking requirements through pay-in-lieu. Lodging uses typically need to have more parking on-site with large numbers of people arriving and departing with luggage and staying overnight. Based on applying current parking requirements to existing lodging, restaurant, and retail uses, lodging uses in Uptown require an average of 46 parking spaces as opposed to the average Uptown restaurant and retail sites which require 26 and 4 spaces respectively. Having the option of buying out of 100 percent of the parking requirement could defeat the purpose of providing common parking facilities, additional capacity, and accessibility throughout Uptown, and in most cases would simply be impractical.

Funds collected by the City from in-lieu fee payments would be used by the City to finance one or more of the following:

- Expansion of public parking supply through construction of new facilities.
- Expansion of public parking supply by leasing existing and available space from private property owners.
- Implementing and expanding mass transportation alternatives.
- Trip reduction strategies, including, but not limited to, improvements to parking utilization rates by means of improved wayfinding, signage, information systems, management, circulation, access, and enhancement of bicycle and pedestrian facilities.

Community Plan Consistent: Yes - No - Not Applicable

The Parking Study and recommendations to add parking are consistent with Circulation Policy #4 – “Help alleviate traffic congestion in Uptown by transforming Uptown into a “park once” district through improved wayfinding and parking availability.” Implementation of parking recommendations from the most recent parking study is also one of the top four priority Circulation actions in the Community Plan.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): The Council can decline to adopt the proposed Parking in-lieu fees or modify the proposal.

MOTION

I move to: approve Resolution No. 2020-__ creating public records entitled “Exhibit A - Parking In-Lieu Fees within the Uptown Sedona Business District” and “Exhibit B - Parking In-Lieu Fee District – Uptown Sedona”.

(After First Reading)

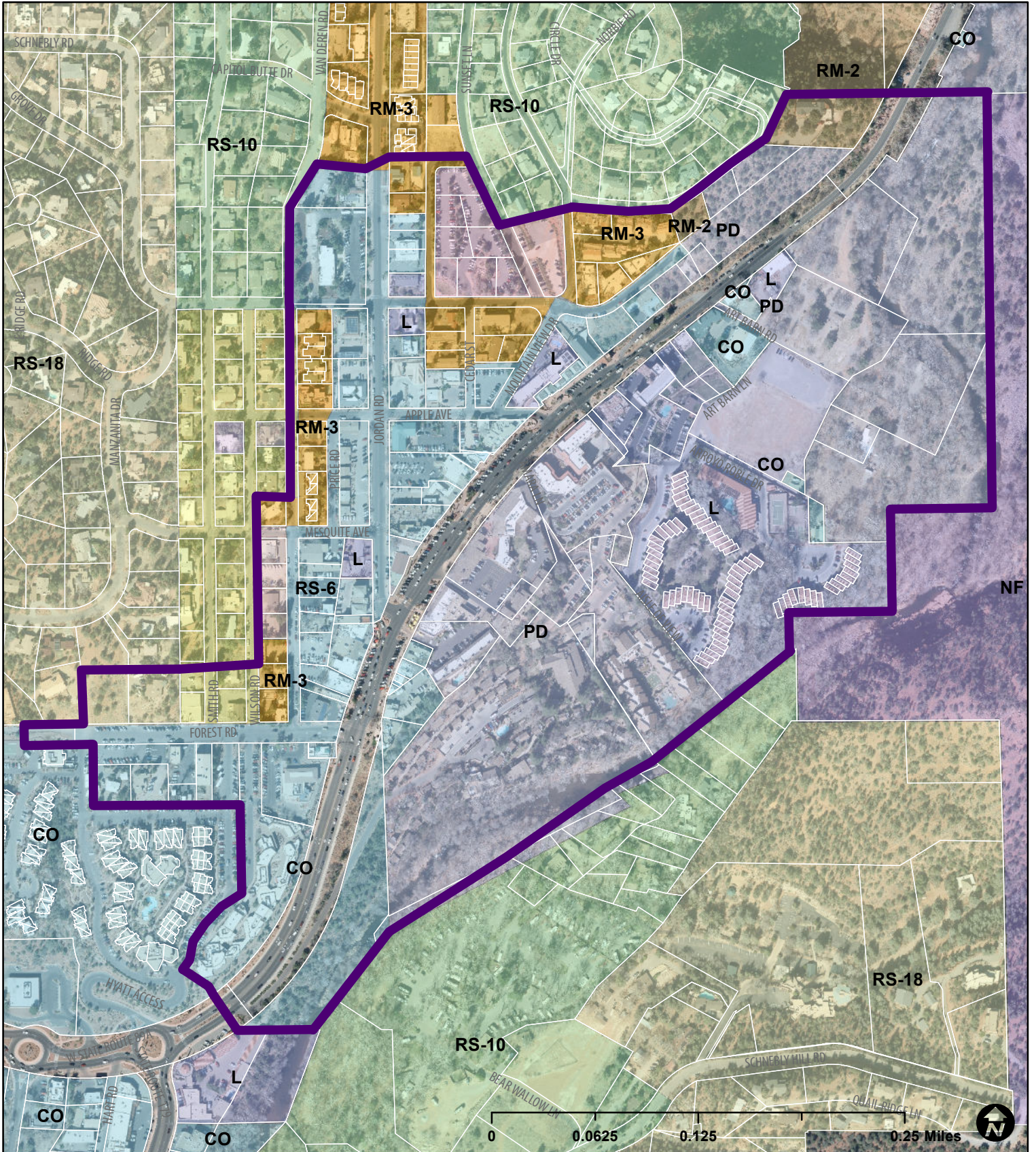
I move to: approve Ordinance No. 2020-___, adopting proposed Parking In-Lieu Fees within the Uptown Sedona Business District.

Exhibit A
Parking In-Lieu Fees within the Uptown Sedona Business District

1. Purpose: An in-lieu parking fee assists property owners in reinvestment, development, and redevelopment and fosters a pedestrian-oriented environment by offering an option to pay a fee “in-lieu” of providing a portion of the number of on-site parking spaces required by the Sedona Land Development Code (LDC). The City would then be responsible for providing central or common parking facilities which will be substituted for and satisfy the property owner’s obligation. The in- lieu fee program is also another method by which the City can support other transportation policies, projects, and programs.
2. Parking requirements for uses, as established by Section 5.5.D. of the Land Development Code (Minimum Off-Street Parking Spaces Required), or as otherwise established by procedures under the Land Development Code, within the Uptown Sedona Business District may be met by payment of an in-lieu parking fee as provided by this ordinance.
3. The parking in-lieu fee shall be a per parking space fee and strictly voluntary in nature.
4. The amount per parking space of the parking in-lieu fee shall be \$35,000 per space plus any fractional amount. For example, if one parking space per 250 square feet of gross floor area is required by the LDC and a proposed development must have 6.4 parking spaces to comply, then the total fee will be calculated as \$35,000 x 6.4 spaces = \$224,000 (based on 100% of the required parking paid in-lieu).
5. The parking in-lieu fee shall be tied to the National Construction Cost Index as reported by the Engineering News record and adjusted automatically on January 1st of each fiscal year, beginning on January 1, 2021.
6. The parking in-lieu fee may be paid in a one-time payment or in installments with a regular monthly amortization schedule to include interest on any principal amount.
 - a. If a one-time payment is utilized, the total in-lieu fee amount shall be paid prior to the issuance of building permits for the project or property subject to the minimum off-street parking requirement or if there is no construction subject to a building permit, the applicant shall pay the in-lieu fee prior to the issuance of a Certificate of Occupancy for the project or property subject to the minimum off-street parking requirements.
 - b. For installments:
 - i. The first installment shall be due prior to the issuance of building permits for the project or property subject to the minimum off-street parking requirement or if there is no construction subject to a building permit, the applicant shall pay the in-lieu fee prior to the issuance of a Certificate of Occupancy for the project or property subject to the minimum off-street parking requirement.
 - ii. The owner shall enter into an “In Lieu Fee Financing Agreement” provided by the City of Sedona which will include an interest rate based on the Arizona Department of Revenue rates as prescribed by the US Internal Revenue Code (IRC), Section 6621, which is the federal short-term rate, determined by the IRC plus four percentage points. A one-time \$50 set-up fee will also be charged.

- iii. If the unpaid balance is paid in advance of its due date, interest accrued will be calculated from the most recent payment to the payoff date. Any portion of the in-lieu parking fees which is not paid prior to the issuance of the building permit or Certificate of Occupancy for the project or property subject to the minimum off-site parking requirement shall be adequately secured via the execution of a deed of trust on the property conveyed by the owner of the property to the City for the duration of the loan.
7. Within the boundaries of the Uptown Sedona Business District (Exhibit B to this Resolution), up to 100 percent of the parking requirement generated by new development or additions for all uses except lodging may be satisfied by the payment of in-lieu fees. For lodging uses, which cumulatively includes the lodging use and all other land uses on the same property as the lodging use, up to 10% of the parking requirement generated by new development or additions may be satisfied by the payment of in-lieu fees.
8. The parking in-lieu fee may be applied to all development projects within the Uptown Sedona Business District that are in the development review process but have not received a building permit.
9. Funds collected by the City from in-lieu fee payments shall be used by the City to finance one or more of the following activities:
 - a. Expansion of public parking supply through construction of new facilities.
 - b. Expansion of public parking supply by leasing existing and available space from private property owners.
 - c. Implementing and expanding mass transportation alternatives.
 - d. Trip reduction strategies, including, but not limited to, improvements to parking utilization rates by means of improved wayfinding, signage, information systems, management, circulation, access, and enhancement of bicycle and pedestrian facilities.
10. Payment of the parking in-lieu fee shall be subject to the following City and payer rights and obligations:
 - a. In combination with the spaces provided on-site, payment of the fee shall be considered full satisfaction of the off-street parking requirement as determined by Section 5.5.D. of the LDC.
 - b. The fee shall be non-refundable, and payment of the fee does not carry any other guarantees, rights, or privileges to the payer.
 - c. Payment of the fee does not represent an obligation of the City to provide Uptown area parking spaces within any particular proximity to the project for which the payment was made.
 - d. Payment of the fee does not represent an obligation of the City to make available parking spaces within any particular amount of time.
 - e. Payment of the fee does not entitle the applicant, his or her tenants, or his or her clients to exclusive or private use of any public parking spaces.

Exhibit B Parking In-Lieu Fee District - Uptown Sedona



RESOLUTION NO. 2020-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD PROPOSED ESTABLISHMENT
OF PARKING IN-LIEU FEES WITHIN THE UPTOWN SEDONA BUSINESS
DISTRICT.**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the provisions set forth in the documents attached hereto as Exhibit A entitled "Parking In-Lieu Fees within the Uptown Sedona Business District" and Exhibit B entitled "Parking In-Lieu Fee District – Uptown Sedona" constitute public records to be incorporated by reference into Ordinance No. 2020-__.

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 9th day of June, 2020 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

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ESTABLISHING PARKING IN-LIEU FEES WITHIN THE UPTOWN SEDONA BUSINESS DISTRICT; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

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

Section 1. Parking In-Lieu Fees within the Uptown Sedona Business District

That the documents made a public record by Resolution 2020-__ and entitled "Parking In-Lieu Fees within the Uptown Sedona Business District" and "Parking In-Lieu Fee District – Uptown Sedona" are hereby approved.

Section 2. Savings Clause

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

Section 3. Repeal

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

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of June, 2020.

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 2571
June 9, 2020
Regular Business**

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

Department	City Manager
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	March 24, 2020, April 14, 2020, April 28, 2020, May 12, 2020, May 26, 2020
Exhibits	None

City Attorney Approval	Reviewed 6/2/20 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	For discussion and possible direction only.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: This item was added to ensure opportunity to discuss the latest updates with the COVID-19 pandemic and the City's response.

The situation regarding the COVID-19 pandemic has continued to evolve since the last Council meeting. The most significant change has been the return of tourist activity.

The City continues regular but diminishing communication with state and county health departments, hospitals, other healthcare providers, emergency responders, emergency managers, and policy experts. These calls focus on:

- Testing supplies, protocols, and results
- Hospital and healthcare capacity and planning
- Planning and standing up new testing centers, quarantine sites, and mobile medical care facilities
- Mobilizing additional resources including personal protective equipment (PPE)
- Clarifying rules and regulations regarding state and local orders and proclamations
- Clarifying support resources including federal and state funds and local non-profit programs

City staff continues to evaluate how the economic slowdown will impact City finances. Staff will be prepared to discuss the latest data and forecasts for declining revenue.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.