

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, AUGUST 10, 2021

NOTES:

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

www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

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

PROCEDURES:

- **It is strongly encouraged that public input on agenda items be submitted by sending an email to the City Clerk at sirvine@sedonaaz.gov in advance of the 4:30 p.m. Call To Order.**
- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

DUE TO CONTINUED PRECAUTIONS RELATED TO COVID-19, SEATING FOR THE PUBLIC WITHIN THE COUNCIL CHAMBERS IS LIMITED. THOSE WISHING TO COMMENT ON SCHEDULED AGENDA ITEMS MAY BE ASKED TO WAIT OUTDOORS OR IN AN ALTERNATE LOCATION IF THERE IS NOT ADEQUATE SEATING IN COUNCIL CHAMBERS. **COMMENTS IN ADVANCE OF THE 4:30 P.M. CALL TO ORDER ARE STRONGLY ENCOURAGED BY SENDING AN EMAIL TO [SIRVINE@SEDONAAZ.GOV](mailto:sirvine@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/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - July 27, 2021 City Council Regular Meeting.
- Minutes - July 28, 2021 City Council Special Meeting.
- AB 2708 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Katsubo located at 150 SR 179, #3, Sedona, AZ (File# 151490).
- AB 2709 Approval of a recommendation regarding an application for a Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #153506).
- AB 2712 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Jay Birds located at 1490 W State Route 89A, Sedona, AZ (File# 152369).

4. APPOINTMENTS - None.

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

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS




- AB 2710 **Public hearing/discussion** regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2018-19 and 2019-20.
- AB 2682 **Discussion/possible direction** with the Verde Valley Regional Economic Organization regarding regional broadband and potential grant opportunities.
- AB 2695 **Discussion/possible action** regarding authorization to lease purchase five Trailhead Shuttle Transit Vehicles in an amount not to exceed \$712,000, plus interest, from Creative Bus Sales via the Arizona State Cooperative Purchasing Contract and financing from Zions Bank.

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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- d. AB 2716 **Discussion/possible action** regarding approval of a contract award to Loven Contracting, in the approximate amount of \$112,924.24 for the Improvements at Ranger Station Barn Side B. 
- e. AB 2677 **Discussion/possible action** regarding a Resolution and Ordinance amending the Sedona City Code, Chapter 12.05, by adding Section 12.05.150 (Small Wireless Facility) to conform with state legislation regarding placement of small wireless facilities in the City's rights-of-way and making other miscellaneous revisions. 
- f. AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response. 
- g. **Reports/discussion** regarding Council assignments.
- h. **Discussion/possible action** regarding future meeting/agenda items.

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: [08/05/2021](#)

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
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, July 27, 2021, 4:30 p.m.

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

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

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

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Director of Public Works/City Engineer Andy Dickey, Assistant Director of Public Works Sandy Phillips, Director of Financial Services Cherie Wright, Finance Intern Nicholas Moise, City Clerk Susan Irvine.

2. City's Vision

The City's Vision was read by Councilor Thompson.

3. Consent Items

- a. **Minutes - July 13, 2021 City Council Special Meeting - Executive Session.**
- b. **Minutes - July 13, 2021 City Council Regular Meeting.**
- c. **Minutes - July 14, 2021 City Council Special Meeting.**
- d. **AB 2704 Approval of a recommendation regarding a Liquor License Agent Change/Acquisition of Control application for the Series 10 Beer & Wine Store Liquor License for Speedway #2881, 2960 W SR 89A, Sedona, AZ (File #152695).**
- e. **AB 2707 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Yavapai County Flood Control District (YCFCD) contributing \$300,000 in drainage funds to be used for the Stormwater Master Plan Update (Phase 3) and design of the Back O'Beyond Crossing Drainage Improvements Project.**
- f. **AB 2711 Approval of a Resolution amending an Intergovernmental Agreement between the City of Sedona and the Arizona Department of Transportation for the Sanborn Drive–Thunder Mountain Road Overlay Project.**
- g. **AB 2713 Approval of award of a Streets Maintenance Job Order Contract extension with Cactus Asphalt, Inc. and J. Banicki Construction, Inc.**
- h. **AB 2464 Approval of the publication of a Revised Notice of Intention to Increase Wastewater Rates in accordance with A.R.S. § 9-511.01 and to set a revised public hearing date at which time Council will consider adoption of a final ordinance changing the City's wastewater capacity fee rates and rate structure.**

Motion: Councilor Williamson moved to approve consent items 3a, 3b, 3c, 3d, 3e, 3f, 3g, and 3h. Seconded by Councilor Kinsella. Vote: Motion carried unanimously

with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

4. **Appointments – None.**

5. **Summary of Current Events by Mayor/Councilors/City Manager – None.**

6. **Public Forum**

Gordie Garvey, Village of Oak Creek, spoke about the reorganization of the Sedona Marine Corps League to the Marine Corps League Detachment Sedona, AZ. They have also established the Sedona Area Veteran and Community Outreach (SAVCO) which will be taking over the flag project on State Route 89A. He also addressed the controversy from last October related to the Police and Fire Flags which were flown to recognize public safety and showed a new flag which they hope is less divisive and more accepted.

7. **Proclamations, Recognitions, and Awards – None.**

8. **Regular Business**

a. **AB 2670 Discussion/possible action regarding a Resolution approving the sale, execution, and delivery of excise tax revenue refunding obligations evidencing all the interests of the owner thereof in a Purchase Agreement from the City; approving the form and authorizing the execution and delivery of such Purchase Agreement and other necessary agreements for such sale; delegating authority to determine certain matters and terms with respect to the foregoing; and declaring an emergency.**

Presentation by Cherie Wright, Mark Reader Managing Director of Stifel, and Paul Gales Bond Counsel from Greenberg Traurig LLP

Questions and comments from Council.

Motion: Councilor Kinsella moved to approve Resolution 2021-18, approving the sale, execution, and delivery of excise tax revenue refunding obligations evidencing all the interests of the owner thereof in a third purchase agreement from the City; approving the form and authorizing the execution and delivery of such purchase agreement and other necessary agreements for such sale; delegating to the City Manager the authority to designate certain terms thereof; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the Resolution and declaring an emergency. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

Councilor Ploog stated for the record that the refinancing shows as income but is money in and money out in the FY22 budget. Councilor Lamkin advised that this \$150,000 annual expenditure reduction will likely not result in lower wastewater user rates since the Wastewater Fund is still being offset with General Fund revenues.

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

Presentation by Karen Osburn and Mayor Moriarty.

Questions and comments from Council.

Presentation and discussion only. No action taken.

c. Reports/discussion regarding Council assignments

Councilor Ploog passed along Verde Valley Caregiver's appreciation for the Council's support and gave a brief update on their services.

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

Mayor Moriarty advised that there is a work session tomorrow at 3:00 p.m.

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 5:18 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on July 27, 2021.

Susan L. Irvine, CMC, City Clerk

Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, July 28, 2021, 3:00 p.m.

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

Mayor Moriarty called the meeting to order at 3:00 p.m.

2. Roll Call

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

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

3. Special Business

a. AB 2674 Discussion/possible action regarding the Sedona Chamber of Commerce and Tourism Bureau's (SCC&TB) workplan and budget for FY22.

Presentation by Karen Osburn, SCC&TB President & CEO Candace Carr Strauss, SCC&TB Director of Marketing Michelle Conway, and SCC&TB Board of Director's Chairman Al Comello.

Questions and comments from Council.

Motion: Councilor Thompson moved to support the \$150,000 item that the Sedona Chamber of Commerce and Tourism Bureau (SCC&TB) has proposed to allow them to retain the funds that were unused in FY21 for the purposes that they have described. Seconded by Vice Mayor Jablow. Vote: Motion carried with five (5) in favor (Moriarty, Jablow, Ploog, Thompson, Williamson) and two (2) opposed (Kinsella, Lamkin).

Additional questions and comments from Council.

Opened to the public at 5:57 p.m.

The following spoke regarding this item: John Martinez, Sedona.

Brought back to Council at 6:01 p.m.

Additional questions and comments from Council.

Motion: Councilor Lamkin moved to approve the Sedona Chamber of Commerce and Tourism Bureau's (SCC&TB) workplan and budget for FY22 as presented. Seconded by Councilor Thompson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

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

4. Executive Session

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

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

No Executive Session was held.

5. Adjournment

Mayor Moriarty adjourned the meeting at 6:19 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on July 28, 2021.

Cherise Fullbright, Deputy City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2708
August 10, 2021
Consent Items**

Agenda Item: 3c
Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Katsubo located at 150 SR 179, #3, Sedona, AZ (File# 151490).

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Liquor License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	Recommend approval of a new Series 12 Restaurant Liquor License for Katsubo located at 150 SR 179, #3, Sedona, AZ (File #151490)	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an application for a Series 12 Restaurant Liquor License for Katsubo located at 150 SR 179, #3, Sedona, AZ (File #151490). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

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

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

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

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Katsubo located at 150 SR 179, #3, Sedona, AZ (File #151490). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Katsubo located at 150 SR 179, #3, Sedona, AZ (File #151490).



**CITY COUNCIL
AGENDA BILL**

**AB 2709
August 10, 2021
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #153506).

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Liquor License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 8/2/2021	Expenditure Required	
		\$	0
City Manager's Recommendation	Recommend approval of a new Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #153506).	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City received an application for a new Series Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #153506). The application is available for review and inspection in the City Clerk's office or by email.

A Series 6 Liquor License (Bar) is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery.

Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 06 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Internet Sales & Residential Shipping.

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

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

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

Alternative(s): Recommend denial of a new Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #153506). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #153506).



**CITY COUNCIL
AGENDA BILL**

**AB 2712
August 10, 2021
Consent Items**

Agenda Item: 3e

Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Jay Birds located at 1490 W State Route 89A, Sedona, AZ (File #152369).

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Liquor License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	Recommend approval of a new Series 12 Restaurant Liquor License for Jay Birds located at 1490 W State Route 89A, Sedona, AZ (File #152369).	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an application for a Series 12 Restaurant Liquor License for Jay Birds located at 1490 W State Route 89A, Sedona, AZ (File #152369). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

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

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

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

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Jay Birds located at 1490 W State Route 89A, Sedona, AZ (File #152369). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Jay Birds located at 1490 W State Route 89A, Sedona, AZ (File #152369).



**CITY COUNCIL
AGENDA BILL**

**AB 2710
August 10, 2021
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Public hearing/discussion regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2018-19 and 2019-20.

Department	Financial Services
Time to Present	10 minutes
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	A. Development Impact Fee Audit Report Fiscal Years 2018-19 & 2019-20

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	No action required.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Development Impact Fees (DIFs) are one-time charges applied to new development in order that new growth will pay its fair share of infrastructure improvements needed to provide municipal services, and to ensure that existing residents are not unduly burdened to pay for improvements and services needed to accommodate new development. The City of Sedona first adopted DIFs on May 18, 1998.

In 2011, the state legislature placed several requirements on development impact fees. To comply with the new statutory requirements, the City Council adopted updated Land Use Assumptions and Infrastructure Improvement Plan reports on March 4, 2014. On May 22, 2014, the City Council adopted the 2014 Development Impact Fee Report (the newly modified development impact fees) and amended City Code Chapter 14.05, Development Impact Fees, with the changes effective August 5, 2014. The 2014 Development Impact Fee Report was prepared by the consulting firm, TischlerBise, Inc. The 5-year update to the development impact fees was also prepared by TischlerBise, Inc. The 2018 Development Impact Fee Report was adopted by the City Council on June 25, 2019 and took effect on September 9, 2019.

A.R.S. § 9-463.05(G) requires the City to either create an advisory committee **or** provide for a biennial certified audit of the land use assumptions, infrastructure improvement plans, and development impact fees. The statute further requires that the audit "...shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan." The term "qualified professional" is then statutorily defined as a professional engineer, surveyor, financial analyst, or planner providing services within the scope of the person's license, education or experience.

The audit for Fiscal Years 2018-19 and 2019-20 has been conducted by the certified public accounting firm, Heinfeld, Meech & Co. (H&M). The audit is required by statute to review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee.

H&M's audit concluded that the City's DIF collections and expenditures are consistent with the 10-year plan identified in the 2014 and 2018 Development Impact Fee Reports and is consistent with A.R.S. § 9-463.05, with the following exceptions:

- **Finding:** Variances were noted in projections related to population, dwelling units, and employment growth. The most significant variances were in annual employment growth – 2019 actual employment growth was 145% greater than the projection in the Land Use Assumptions Report and 2020 actual employment growth was 145% greater than the projection in the Land Use Assumptions Report. This impacts the calculation of development impact fee rates and potentially result in collection of fees greater than the target identified in the fee study.
 - **Corrective Action Taken:** TischlerBise, Inc. used projections based on the best information available to the City at the time the fee study was prepared. The next fee study update will adjust for the difference between projections and actual results.
- **Finding:** Impact fees were not properly charged for 21 of 40 permits. The net undercharge was \$13,906.
 - **Corrective Action Taken:** City staff is implementing an internal audit of each permit before the permit is released. Currently, DIF fees are often calculated and assessed immediately prior to the release of the permit. As part of the corrective action, DIF fees will be assessed upon the submittal of the permit application and said fees will then be reviewed as part of the process to release the permit. The person doing the audit prior to permit release will not be the same person that calculated and assessed the fees when the permit application was submitted. Additionally, DIF fees are currently manually calculated because the Springbrook permitting software has not been able to be programmed to auto-calculate the fees. City staff is currently working with Springbrook support staff to try to integrate DIF fees into the permitting software so that said fees can be automatically calculated by the software and not by hand, thus hopefully eliminating some of the human error factor.
- **Finding:** Proper accounting and tracking of impact fee credits for amounts prepaid by developers was not performed including tracking the remaining available credit balances and tracking of any expired credits.
 - **Corrective Action Taken:** City staff have a meeting scheduled in August for determining options to improve accountability over the process for tracking impact fee credits. This is also currently done as a manual process.

The prior biennial DIF audit did not result in any findings so staff/management were not alerted previously to issues.

The statute requires a public hearing on the audit within 60 days of its release to the public. The H&M's audit report was posted on the City's website on June 30, 2021. In addition, a public notice was posted on the City website announcing the report's availability.

The required public hearing provides the opportunity for the public to comment regarding the DIF audit report.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for a public hearing and discussion only.



City of Sedona, Arizona
Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use Assumptions,
Infrastructure Improvement Plan
and Development Impact Fees
For the Period July 1, 2018 through June 30, 2020

**CITY OF SEDONA, ARIZONA
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INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Mayor and Members of the City Council
City of Sedona, Arizona

We have performed this agreed-upon procedures engagement to assist management of the City of Sedona, Arizona (City), in complying with the requirement as set forth in Arizona Revised Statutes (A.R.S.) 9-463.05.G.2 “to provide for a biennial certified audit of the municipality’s land use assumptions, infrastructure improvements plan and development fees”. We have performed the procedures identified below, which were agreed to by the management of City of Sedona, Arizona, solely to assist management of the City of Sedona in evaluating the City of Sedona’s compliance with the progress reporting requirements of the infrastructure improvement plan for the period from July 1, 2018 through June 30, 2020, as specified in A.R.S. 9-463.05.G.2. City of Sedona, Arizona’s management is responsible for its compliance with those requirements. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

- a. Compared growth projections for 2019 and 2020 related to population, number of housing units, and employment growth as reported in the Land Use Assumptions to actual results. A list of all variances are reported in the Summary of Findings.
- b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
 - i. Agreed expenditures as of June 30, 2020 to the underlying accounting records.
 - ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of development impact fees for each project in the plan.

- c. Selected a sample of 40 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder.
- d. Selected a sample of 25 expenditures and determined that the expenditures were associated with an approved project in the City’s IIP.

Evaluating any inequities in implementing the plan or imposing the development impact fee.

- e. Determined each developer/unit was charged the same rate as another equivalent developer/unit by recalculating impact fees at the transaction level for the sample mentioned in step c. above.
- f. Determined that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The accompanying Summary of Findings describes the findings we noted.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of City of Sedona, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona
June 29, 2021

**CITY OF SEDONA, ARIZONA
SUMMARY OF FINDINGS**

FINDING NO. 1

Variations were noted for projections related to population, dwelling units, and employment growth, which is the basis for nonresidential square footage, as reported in the Land Use Assumptions when compared to actual results. All variations are reported below.

2020				
	Projected¹	Actual²	Variance	Variance %
Total Population	10,665	10,300	(365)	-3%
Total Dwelling Units	6,678	6,679	1	0%
Annual Employment Growth	0.56%	1.03%	0.46%	82%

2019				
	Projected¹	Actual²	Variance	Variance %
Total Population	10,588	10,374	(214)	-2%
Total Dwelling Units	6,640	6,622	(18)	0%
Annual Employment Growth	0.58%	1.42%	0.84%	145%

1. The projected figures are sourced from the 2018 Land Use Assumptions Report pages 6 and 8.
2. The source of actual population is the Arizona Office of Economic Opportunity Population Estimates as of July 1, 2019 and 2020. The source of actual dwelling units is the City's records. The source of actual employment growth is the 2020 Sedona Economy Overview Report for zip code 86336 produced by the Regional Economic Development Center of Yavapai College.

**CITY OF SEDONA, ARIZONA
SUMMARY OF FINDINGS**

FINDING NO. 2

For 21 of 40 permits reviewed, the City did not properly charge impact fees in accordance with adopted infrastructure improvement plans resulting in a net undercharge of \$13,906. The details are presented in the following table.

Impact Fee Category	Number of Permits	Adopted Fee	Fee Assessed	Net Fee Over (Under) Assessed
2014 - General Government - Single Family	13	\$ 2,522	\$ -	\$ (2,522)
2014 - Parks - Single Family	1	3,627	-	(3,627)
2014 - Streets - Multi Family	2	2,862	-	(2,862)
2014 - Police - Single Family	1	-	511	511
2014 - Storm Drainage - Multi Family, Dry Creek	3	900	81	(819)
2014 - Storm Drainage - Non Residential, Dry Creek	1	16	3	(13)
2019 - Streets - Residential 2,201 to 2,700	1	4,574	-	(4,574)

FINDING NO. 3

For four of 40 permits reviewed, the City offset impact fees with credits which are memorialized on a spreadsheet. The City applies credits when permits are pulled in one of nine developments. The City does not keep an accounting in the spreadsheet or elsewhere of the use of credits including the available balance. Additionally, there is no reconciliation to the developer agreement to ascertain whether or not the credits are still valid and not expired.

**APPENDIX A
PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS**

Project Description	IIP Fund	Estimated Cost¹	Expenditures as of 6/30/20²	Estimated Cost to Complete³
Uptown Roadway Improvements	Street	\$ 2,582,090	\$ 1,437,433	\$ 675,107
Portal Lane to Ranger Road Connection	Street	743,400	44,344	636,550
Forest Road Connection ⁴	Street	1,322,200	204,603	6,162,495
Neighborhood Street Connections	Street	4,212,800	-	1,166,423
Ranger Road / Brewer Road Intersection	Street	1,565,000	-	1,564,100
Travel Information System	Street	908,500	99,301	578,000
Police Station Expansion	Police	270,000	119,339	1,123,070
Shooting Range Improvements	Police	166,354	224,088	96,297
Motorcycles	Police	112,000	-	-
Handheld Radios	Police	75,000	-	10,700
In-Car Video System	Police	260,000	-	185,300
Four Acres	Parks	604,000	-	604,000
Posse Grounds Park Improvements	Parks	565,000	-	598,083
Improvements at Ranger Station	Parks	2,511,729	14,428	2,756,982
Toddler Pool	Parks	75,000	-	-
Bike Skills Park - Phase III	Parks	290,000	1,224	126,628
Dog Park Improvements	Parks	360,000	-	-

1) The source of the information is the City of Sedona 2019 Infrastructure Improvements Plan.

2) The source of the information is the City's financial records. The expenditures are from all funding sources.

3) The source of the information is the City's financial records. Projects without amounts have been abandoned by the City.

4) The estimated cost to complete increased due to revisions to the construction budget to reflect current cost data from the City's consultant and an increase in land acquisition costs to reflect the acquisition of one full parcel by the City.



**CITY COUNCIL
AGENDA BILL**

**AB 2682
August 10, 2021
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible direction with the Verde Valley Regional Economic Organization regarding regional broadband and potential grant opportunities.

Department Economic Development
Time to Present 25 minutes
Total Time for Item 45 minutes
Other Council Meetings N/A
Exhibits None

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	N/A	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Diversifying Sedona's economy is necessary to the long-term health and sustainability of the community. The Economic Diversification Plan in 2020 identified numerous goals which the City can take to make significant progress in diversifying our local economy. This includes transformative projects such as broadband infrastructure improvements. The City of Sedona is leveraging regional partnerships to acquire funding and make progress.

The City of Sedona is a member of the Verde Valley Regional Economic Organization (VVREO). Molly Spangler serves as a board member on VVREO. VVREO is currently applying for grant funds to support broadband infrastructure in the Verde Valley. Currently budgeted in FY22 is \$25,000 of matching funds for potential broadband grants.

VVREO will present on their progress made to date, as well as next steps forward for helping to acquire funding for regional broadband connectivity.

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.



**CITY COUNCIL
AGENDA BILL**

**AB 2695
August 10, 2021
Regular Business**

Agenda Item: 8c

Proposed Action & Subject: Discussion/possible action regarding authorization to lease purchase five Trailhead Shuttle Transit Vehicles in an amount not to exceed \$712,000, plus interest, from Creative Bus Sales via the Arizona State Cooperative Purchasing Contract and financing from Zions Bank.

Department Public Transit

Time to Present 15 Minutes

Total Time for Item 45 Minutes

Other Council Meetings May 11, 2021

Exhibits A. Quote – Creative Bus Sales
B. Quote – Zions Bank Lease Purchase Financing

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required	
		\$	147,130.47 (FY2023-FY2027 annual lease purchase payments)
City Manager's Recommendation	Approve a lease purchase of five trailhead shuttle transit vehicles not to exceed \$712,000 from Creative Bus Sales via the Arizona State Contract and financing from Zions Bank, plus interest.	Amount Budgeted	
		\$	(lease purchase payments to begin in FY2023)
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: In January of 2020, the City completed the Sedona Area Transit Implementation Plan. This plan recommended that a series of trailhead shuttles be deployed in conjunction with three core fixed-route bus lines. Public outreach conducted during the development of the Transit Implementation Plan found there to be strong public support for the City to provide public transportation – specifically to the area trailheads.

While the trailhead shuttles and core fixed-route services were not anticipated to be fully operational for approximately five years, with increased visitation seen in 2020, City staff is accelerating the trailhead shuttle deployment to mitigate traffic congestion and lessen illegal parking in and around some of the more popular trailhead areas. As planned, the shuttles are hoped to be fully operational as early as March of 2022.

The procurement of five trailhead shuttle vehicles is necessary to ensure that the City acquires the transit vehicles required to operate the planned trailhead shuttle routes. If approved, these vehicles shall be acquired through Creative Bus Sales from the Arizona State cooperative purchasing contract, which offers the best pricing for this vehicle class while avoiding a lengthy procurement and a competitive bid process. That bid process has already been completed by the State of Arizona.

Due to manufacturing delays in the wake of the COVID-19 pandemic, the Original Equipment Manufacturer (OEM) has projected up to a nine-month lead time for 2021 models. Creative Bus sales has reviewed its nationwide inventory and has agreed to hold five new 2020 model coaches for the City, pending the Council's final approval for this procurement. However, with OEM production delays, available inventory is in high demand. Staff is recommending the City issue a PO for this purchase as soon as possible to ensure that the vehicles are delivered before the March implementation date.

Cost:

The total expenditure shall not exceed \$712,000, plus interest, for this procurement. See Exhibit A (Quote – Creative Bus Sales) and Exhibit B (Quote – Zions Bank Lease Purchase Financing). As these buses are to be acquired from the state contract and shall be used for public transit, the City does not pay sales tax on this procurement.

Leasing Information:

Operating lease – Creative Bus Sales: Staff inquired if there were any operating leasing options available through Creative Bus Sales. The Regional Sales Manager stated that they no longer offer operating leases for transit vehicles because the resale value on the equipment is meager, and there is little demand for used vehicles in that market.

Lease to own – Creative Bus Sales: Creative Bus sales does offer lease-to-own terms; however, the associated interest rates may run 6% to 8% over the term of the lease.

Additionally, staff could not locate any hybrid models in that vehicle class that were available for lease from other transit bus dealerships.

Lease purchase financing – Zions Bank: Quotes were requested from several banks that offer lease purchase financing for local governments. The lowest quote received was from Zions Bank. While the budget originally anticipated an outright purchase, with the current low interest rates, the City has been leasing large dollar capital items. The lease purchase financing proposal is included as Exhibit B. The lease includes the following terms:

- 5-year term commencing September 1, 2022
- Annual payments of \$147,130.47
- Payments in arrears (at the end of each year instead of the beginning)
- Interest rate of 1.19%
- No prepayment penalty (with such a low interest rate, staff does not plan to pay this off early)

Lease purchase payments would begin in FY2023 and be paid from the Public Transit Fund covered by transfers from the Transportation Sales Tax Fund.

Vehicle Information:

OEM: StarCraft by Forest River Inc.
Model: Allstar 25, Ford E450 91G
Model Year: 2020

Engine: 6.8L V-10
Propulsion: Gas w/ Regenerative Braking Hybrid Upfit
Capacity: 20 Passenger/2 Wheelchair



Local Maintenance Support: Creative Bus Sales has agreed to certify a local fleet maintenance firm located in Camp Verde to perform all warranty work, general repairs, and preventative maintenance to include repairs of the hybrid systems on these buses. Having local maintenance support will avoid having to shuttle or tow the vehicles to the Creative Bus maintenance facility in Phoenix.

Community Plan Consistent: Yes - No - Not Applicable

One of the six major outcomes of the Community Plan is to reduce traffic. In this section the Plan articulates what the community should look and feel like in 2020 and beyond. It envisions a robust transit system that offers residents and visitors an alternative to driving. Using transit is also one of six vision themes of the Plan.

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

The use of public transit reduces the number of passenger vehicle miles traveled, which results in overall lower carbon emissions. According to the City's Climate Action Plan (CAP) the second largest source of greenhouse gas emissions in Sedona is from the combustion of fossil fuels in vehicles and equipment. Within the transportation sector, the use of gasoline and diesel passenger vehicles by residents and visitors contribute the most to transportation emissions. Strategies for these emissions focus on transitioning to electric and other low-carbon fuels and transitioning to alternative modes of travel such as carpooling, *public transit*, biking, and walking. One of the specific CAP strategies is improve and increase transit ridership.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

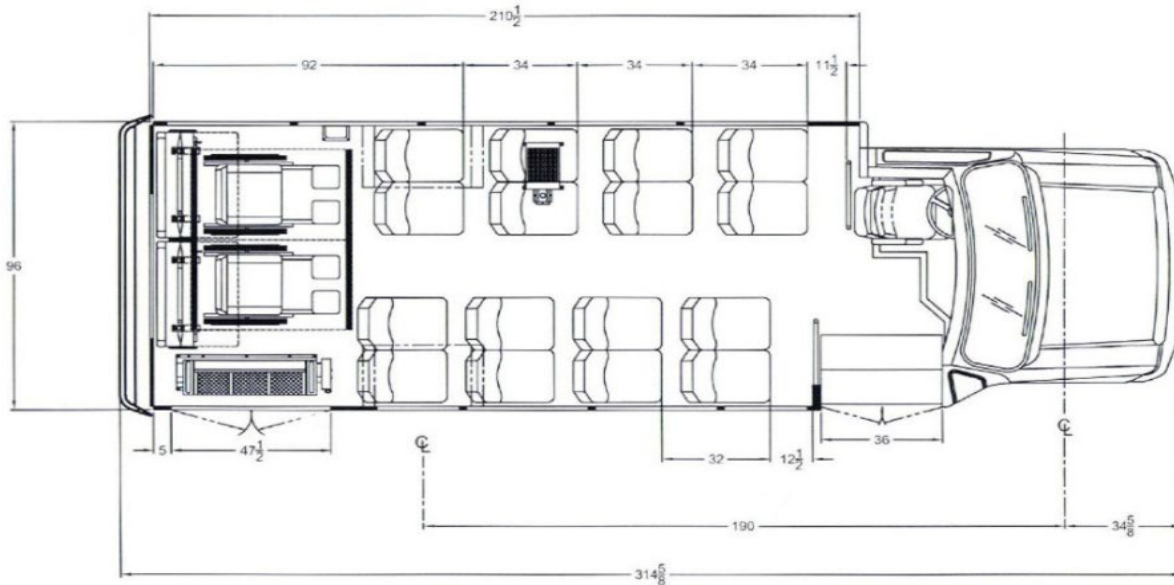
MOTION

I move to: approve the lease purchase of five trailhead shuttle transit vehicles in an amount not to exceed \$712,000, plus interest, from Creative Bus Sales via the Arizona State Contract and financing from Zions Bank subject to approval of a written contract by the City Attorney.

Customer Info

Customer:	City of Sedona
Address:	102 Roadrunner Drive, Sedona, AZ, 86336
Contact:	Robert Weber
Office Phone:	928.203.5086
Mobile Phone:	
E-Mail:	rweber@sedonaz.gov

Flourish





Starcraft Bus Cutaway Vehicles

Qty	Part #	Description	MSRP	Discount	FY 2021 List Price	Sale Price
1	Base	Starcraft Starlite 21' Ford E-350 7.3L 138" WB 11,500 GVWR	\$ 61,145	0%	\$ 61,145	\$ 61,145
1	BM-11	Allstar 25 190" WB E-450 7.3L Gas W/240 AMP OEM ALT *	\$ 3,461	-12%	\$ 3,045	\$ 3,045
1	BM-29	Ford 176 in. Wheelbase - DRW E-450	\$ 3,566	-12%	\$ 3,138	\$ 3,138
Options						
1	OPT-7	Grey Padded Vinyl Interior (walls and ceiling)	\$ 240	-12%	\$ 211	\$ 211
1	OPT-12	Gerflor Sirius NT #6727 Anthracite (Grey) I.L.O. Graphite	\$ 125	-12%	\$ 110	\$ 110
1	OPT-39	Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)(Add at Creative)	\$ 311	-12%	\$ 273	\$ 273
1	OPT-137	TA 733 SUPER 70K - TA73 EVAP - SMC3L COND - 10 C.I.D. COMP (SELECT CHASSIS/ENGINE BELOW)	\$ -	-12%	\$ -	\$ -
1	OPT-138	TA733 SUPER 10 FORD 6.8 LITRE GAS ENGINE	\$ 5,603	-12%	\$ 4,930	\$ 4,930
1	OPT-293	Hot Water Heater, 65K BTU Floor Mounted 3 Speed Low Profile OK Side Sliders	\$ 398	-12%	\$ 350	\$ 350
1	OPT-329	Stop Request, Pull Cord, Chime, Sign(Add at Creative)	\$ 600	-12%	\$ 528	\$ 528
1	OPT-344	Install Front Destination Sign Window and Overhead Access Door for Customer Installed Sign	\$ 550	-12%	\$ 484	\$ 484
1	OPT-345	Install Side Destination Sign Window w/Structure for Customer Installed Sign	\$ 311	-12%	\$ 273	\$ 273
1	OPT-353	Diamond SV Rectangular Farebox w/2 Vaults(Add at Creative)	\$ 2,066	-12%	\$ 1,818	\$ 1,818
1	OPT-358	LED Light at Driver Stepwell	\$ 33	-12%	\$ 29	\$ 29
1	OPT-376	Door Activated Interior Lights	\$ 38	-12%	\$ 34	\$ 34
1	OPT-378	Deluxe AM/FM/CD With Clock & 4 Speakers PA Ready	\$ 392	-12%	\$ 345	\$ 345
1	OPT-382	Hand Held Mic & Clip Added to PA Ready Radio	\$ 185	-12%	\$ 163	\$ 163
1	OPT-396	Passenger Door Electric (standard)	\$ -	-12%	\$ -	\$ -
1	OPT-428	Driver Storage in Cab Overhead	\$ 125	-12%	\$ 110	\$ 110
2	OPT-483	Q-8201-L Std Retrctr Tie Down,Q8-6326-A1 Combo Lap/Shldr,L Trk	\$ 474	-12%	\$ 417	\$ 835
1	OPT-501	Tool Box Wheelchair Belt Storage(Add at Creative)	\$ 38	-12%	\$ 34	\$ 34
1	OPT-515	STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW MONITOR / MIRROR COMBO	\$ -	-12%	\$ -	\$ -
1	OPT-547	Ceiling Grab Rail - Install on Both Sides	\$ 114	-12%	\$ 101	\$ 101
1	OPT-551	1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	\$ 71	-12%	\$ 62	\$ 62
1	OPT-556	Stanchion and Modesty Panel Behind Driver	\$ -	-12%	\$ -	\$ -
1	OPT-567	USSC G2 ELP Adjustable Head Rest,Lumbar,Armrest, Black Cloth Insert, Vinyl Sides(Add at Creative)	\$ 1,995	-12%	\$ 1,755	\$ 1,755

1	OPT-570	Adnik 6 Way Driver Seat Power Base(Add at Creative)	\$ 496	-12%	\$ 436	\$ 436
1	OPT-571	INSTALL VINYL SKIRT ON POWER SEAT BASE - ADNIAK OR OEM(Add at Creative)	\$ 49	-12%	\$ 43	\$ 43
8	OPT-587	Mid High Double Seat	\$ 376	-12%	\$ 331	\$ 2,647
2	OPT-597	Econo Flip - Double - N/A with Retractable Belt Option	\$ 512	-12%	\$ 451	\$ 902
20	OPT-634	Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin	\$ -	-12%	\$ -	\$ -
8	OPT-644	Anti-Vandal Grab Handle, Black Ea on:	\$ 44	-12%	\$ 38	\$ 307
20	OPT-668	Seat Belt Loop - Each *** Not Available on Foldaway Seats	\$ 11	-12%	\$ 10	\$ 192
*		Chassis Rebates/Charge Backs				
*		Subtotal Per Bus				\$ 84,302
1		Credit for Base AC unit				(\$4,000)
1		Power side mirrors (Add at Creative)				\$800
1		Ship Loose a Spare Tire				\$200
1		UPGRADE REAR AC FROM 68K TO 90K				\$5,559
1		Two Position Bike Rack with Fat Tire Option(Add at Creative)				\$3,625
1		Graphics Package(Installed by Vision It Media,Chandler,AZ)				\$4,564
1		Hanover Front and Side Destination Signs(Add at Creative)				\$4,750
1		Seon 8 Camera System(Add at Creative)				\$7,100
1		Driver Barrer Kit (Add at Creative)				\$1,200
1		Exterior Speakers connected to PA system(Add at Creative)				\$200
2		Cross Over Mirrors mounted in front of the bus(Add at Creative)				\$500
1		Yellow Step Nosing (add at Creative)				\$350
1		Fasten Seat Belt Decal (add at Creative)				
1		Liquid Springs(Installed at Utility Body Works, Elkhart,Indiana)				\$11,875
1		Subtotal Per Bus				\$ 121,025
1		**Optional XL Hybrid Upfit(Installed by GAS Elkhart,Indiana)				\$21,000
1		Grand Total Per Bus with Hybrid System				\$ 142,025

Below are details of AC upgrade

QTY	Description
1	Evap, TA77
1	Condenser, SC3LP
2	Fitting, 90° #12
3	Fitting, 90° #8
1	Fitting, Tee #8 x #8 x #8
1	Fitting, Tee #12 x # 12 x #16
1	Fitting, Splice w/service port #16
2	Tyrap, Tamper Evident
1	Compressor, 15 CID
48	Hose, #16 Suction
35	Hose, #8 Liquid
	Installation
	Oil & Freon
	Freight

Sedona, Arizona

\$710,125 Indicative Shuttle Bus Lease

Dated September 2, 2021

Tax Exempt Indicative Lease Pricing

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Debt Service Schedule 1

Pricing Summary 2

Sedona, Arizona

\$710,125 Indicative Shuttle Bus Lease

Dated September 2, 2021

Tax Exempt Indicative Lease Pricing

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/02/2021	-	-	-	-	-
09/01/2022	138,703.46	1.190%	8,427.01	147,130.47	147,130.47
09/01/2023	140,330.55	1.190%	6,799.92	147,130.47	147,130.47
09/01/2024	142,000.49	1.190%	5,129.98	147,130.47	147,130.47
09/01/2025	143,690.29	1.190%	3,440.18	147,130.47	147,130.47
09/01/2026	145,400.21	1.190%	1,730.26	147,130.47	147,130.47
Total	\$710,125.00	-	\$25,527.35	\$735,652.35	-

Yield Statistics

Bond Year Dollars	\$2,145.16
Average Life	3.021 Years
Average Coupon	1.1899999%
Net Interest Cost (NIC)	1.1899999%
True Interest Cost (TIC)	1.1900065%
Bond Yield for Arbitrage Purposes	1.1900065%
All Inclusive Cost (AIC)	1.1900065%

IRS Form 8038

Net Interest Cost	1.1899999%
Weighted Average Maturity	3.021 Years

Sedona, Arizona

\$710,125 Indicative Shuttle Bus Lease

Dated September 2, 2021

Tax Exempt Indicative Lease Pricing

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/01/2026	Term 1 Coupon	1.190%	1.190%	710,125.00	100.000%	710,125.00
Total	-	-	-	\$710,125.00	-	\$710,125.00

Bid Information

Par Amount of Bonds	\$710,125.00
Gross Production	\$710,125.00
Bid (100.000%)	710,125.00
Total Purchase Price	\$710,125.00
Bond Year Dollars	\$2,145.16
Average Life	3.021 Years
Average Coupon	1.1899999%
Net Interest Cost (NIC)	1.1899999%
True Interest Cost (TIC)	1.1900065%



**CITY COUNCIL
AGENDA BILL**

**AB 2716
August 10, 2021
Regular Business**

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approval of a contract award to Loven Contracting, in the approximate amount of \$112,924.24 for the Improvements at Ranger Station Barn Side B.

Department	Public Works
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	January 13, 2016 (Master Plan)
Exhibits	A. Barn Plan B. Construction Contract

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required		
		\$	112,924.24	
City Manager's Recommendation	Approve bid award to Loven Contracting Inc., in the amount of \$112,924.24, for the Improvements at Ranger Station Barn Side B	Amount Budgeted		
		\$	254,000.00	
		Account No. (Description)	22-5242-89-6804 (Capital Improvements Fund - \$4,034) 24-5242-89-6804 (Sedona Summit II CFD - \$50,000) 25-5242-89-6804 (Fairfield CFD - \$126,000) 46-5242-89-6804 (Development Impact Fees Fund - \$2,966) Improvements at Ranger Station – Exterior Building Imps	
		Finance Approval	<input checked="" type="checkbox"/>	

SUMMARY STATEMENT

Background: The City purchased the “Old Ranger Station” at 250 Brewer Road in 2014 and has now developed a master plan for the site. The master plan reflects the future community

vision for this property as a community park. Detailed design has been developed for all phases of the Master Plan to allow construction of the approved master plan concepts. Although the development of new park elements is scheduled in future years, the historic barn restoration work is prioritized due to the dire need of repair before further degradation occurs. The exterior repairs to the Ranger Station house were completed in FY21. Exterior repairs to the Ranger station Barn are scheduled for FY 22.

Park Improvements to Date:

- 2015 – 2021 Landscape Maintenance
- 2016 Environmental Remediation
- 2016 Ranger Station Park Master Plan
- 2017 Barn Roof Replacement
- 2017 Grading
- 2018 Shared Use Path
- 2018 – 2021 Utility Improvements
- 2020 – 2021 House & Barn Remodel

Photos of Past Work:



Ranger Station House (Before Restoration)



Ranger Station House (After Restoration)



Grading Work



Sewer Utility Work

Grading work: Grading work performed onsite not only provided savings to the City on nearby drainage projects but also provided a significant savings on imported fill used to raise the grade of the property in the area of the future park lawn area.



Barn Side B (Before Remodel)

Procurement:

Bids for this project were opened on July 19, 2021. The bid results are below:

BIDDER, (OFFICE LOCATION)	BASE BID	BID ALT	BID TOTAL
LOVEN CONTRACTING (FLAGSTAFF, AZ)	\$107,025.01	\$5,899.23	\$112,924.24
BILL RALSTON CONSTRUCTION, LLC (SEDONA, AZ)	\$122,816.00	\$6,500.00	\$129,316.00

Improvements:

The main restoration work includes repairing windows, doors, siding, and fascia, and applying new paint. The improvements have been bid with the barn sides separately in order to reduce risk exposure for the contractors. In past bidding efforts, challenges were encountered with costs significantly exceeding budget due to risk exposure. For the Ranger Station House, this was overcome by breaking those remodel efforts into smaller individual side projects. While this helped to reduce costs, it also resulted in work taking longer than expected.

Budget:

The currently approved budget for construction in FY 22 is \$254,000. The low bid amount, for Side B of the Barn, is for less than 50% of the total remodel work for FY22. We believe this first phase of work on the Barn will cost more due to initial uncertainty with the building. However, with recent increases in construction costs there is a risk actual bids for the remainder of FY22 improvements could exceed budget.

Future Phases:

Future buildout of the park includes restoration of the interiors of the house and barn in FY 2023; construction of parking lot, landscaping, restroom, and lawn between FY 2024 and FY 2025; and the plaza, landscaping, and gardens in FY 2025 and FY 2026.

Community Plan Consistent: Yes - No - Not Applicable

Historic Preservation: Addresses Key Issue: “Potential loss or damage of historic sites from natural disasters, intentional destruction, or neglect.”

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

Materials and Consumption: Goal: Increase the diversion of waste from the landfill and reduce GHG emissions associated with the consumption of goods and services.

“Strategies to reduce emissions from the consumption of goods and services focus on diverting waste from the landfill and encouraging sustainable, climate-friendly consumption.”

This project utilizes and restores existing materials rather than replacing them when possible.

Board/Commission Recommendation: **Applicable** - **Not Applicable**

Staff has been providing periodic updates to the Historic Preservation Commission. The Commission has provided input on the restoration work and remains supportive of the effort and progress.

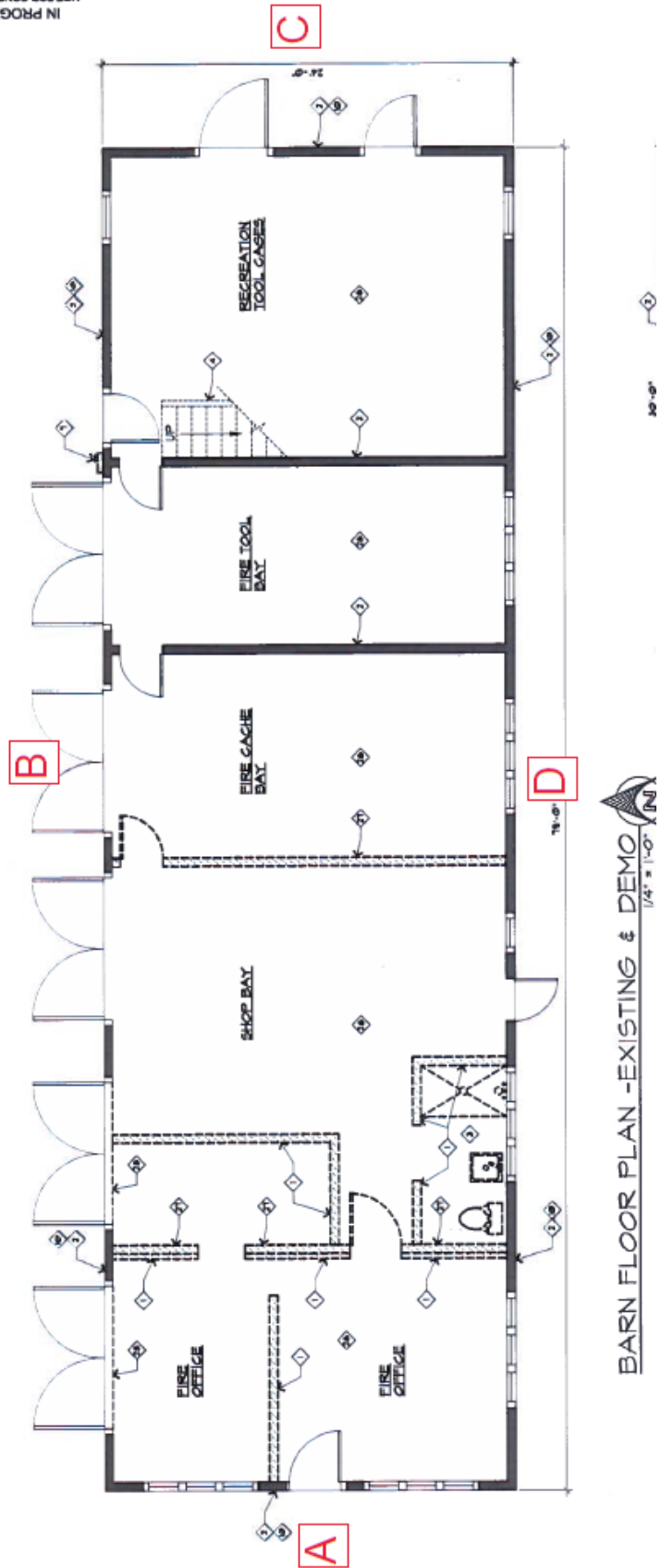
Alternative(s):

Reject bids and readvertise.

MOTION

I move to: approve award of a contract to Loven Contracting Inc. in the approximate amount of \$112,924.24 for the Improvements at Ranger Station Barn Side B, subject to approval of a written contract by the City Attorney's Office.

IN PROGRESS
NOT FOR CONSTRUCTION



BARN FLOOR PLAN - EXISTING & DEMO
1/4" = 1'-0" (N)

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2021 by and between the City of Sedona, Arizona, an Arizona municipal corporation, hereinafter called the "City", and **Loven Contracting, Inc.**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **Ranger Station Barn Side B Project (the "Project")**, City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of **\$112,924.24**, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.
3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered 1-29, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.
4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.
5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona

or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.
7. Contractor, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
8. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.
9. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

Advertisement for Bids
Information for and Instructions to Bidders
Bid Proposal and Bid Guaranty Bond
Contract (this document)
Change Orders
Addenda
Performance Bond, Labor and Material Payment Bond
Special Conditions
General Conditions
Technical Specifications
Notice of Award
Notice to Proceed
Plans and Drawings
Design Reports
Standard Specifications
Insurance Certificates
Participation in Boycott of Israel

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds

4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

10. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
 - B. Contractor has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
 - C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
 - D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
 - E. **Contractor has given the City Engineer written notice of all conflicts, errors or**

discrepancies that he has discovered in the Contract Documents and the written resolution thereof by City Engineer is acceptable to Contractor.

- F. Contractor has attended mandatory pre-bid meetings and walk-throughs.
11. A. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.
12. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.
13. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

CONTRACTOR: Loven Contracting, Inc.

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

APPROVED AS TO LEGAL FORM:

BY: _____

(City Attorney)

DATE: _____



**CITY COUNCIL
AGENDA BILL**

**AB 2677
August 10, 2021
Regular Business**

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible action regarding a Resolution and Ordinance amending the Sedona City Code, Chapter 12.05, by adding Section 12.05.150 (Small Wireless Facility) to conform with state legislation regarding placement of small wireless facilities in the City’s rights-of-way and making other miscellaneous revisions.

Department	City Attorney’s Office
Time to Present	15 minutes
Total Time for Item	60 minutes
Other Council Meetings	N/A
Exhibits	A. Fact Sheet for H.B. 2365 B. “2021 Amendments to the Sedona City Code, Chapter 12” - Redline Version C. Resolution D. Ordinance

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required	
		\$	0
City Manager’s Recommendation	Approve proposed amendments to Sedona City Code Chapter 12.05 by adding Section 12.05.150 (Small Wireless Facility).	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

The purpose of Chapter 12.05 of the Sedona City Code is to accommodate the installation and placement of objects within City rights-of-way while providing for the public health, safety, and general welfare and protecting the natural environment.

During the 2017 Arizona State Legislative Session, House Bill 2365 (HB 2365) was passed by a nearly unanimous vote in both chambers of the Legislature. HB 2365, which was hastily attached as a strike-everything amendment to a different, failed bill, reflected a nationwide movement in state legislatures to approve a model that allows wireless providers to collocate small wireless facilities and install, modify, replace, and operate utility poles in rights-of-way. The bill further established maximum fees, rates and timeframes for city, town, and county applications for placement of small wireless facilities.

The policy driving the model legislation in the states whose legislatures had passed bills similar to HB 2365 prior to 2017 (and those which have since) was to ease the ability of the wireless service industry to construct and deploy the facilities necessary to implement new technologies.

In response to the passage of HB 2365, on May 22, 2018 the City took action to approve a resolution and ordinance amending Article 17 of the Sedona Land Development Code to conform with the legislative changes. These changes were incorporated into other changes to Article 17 that resulted from the Wireless Master Plan project.

Following the Section 17 amendments, a process was begun to also amend Chapter 12.05 of the Sedona City Code due to the fact that right-of-way permit applications are managed under the requirements of that Chapter by the City's Public Works Department. A Master License Agreement was also developed to complement what would be the new requirements in the amended Chapter 12.05.

Upon final review of the proposed amendments to Chapter 12.05 for inclusion of the new small wireless facility provisions, it was further determined that some miscellaneous revisions should be made given the opportunity to bring all proposed changes at one time. The proposed action before Council includes all of these changes.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution 2021-___, a Resolution of the Mayor and Council of the City of Sedona, Arizona, establishing as a public record the "2021 Amendments to the Sedona City Code, Chapter 12" by adding Section 12.05.150 (Small Wireless Facility) and making other miscellaneous revisions.

After 1st reading:

I move to: approve Ordinance 2021-___, an Ordinance of the City of Sedona, Arizona, amending the Sedona City Code, Chapter 12.05 by adding Section 12.05.150 (Small Wireless Facility) and making other miscellaneous revisions; providing for a savings clause; and providing for repeal of any ordinance or parts of ordinances or code provisions in conflict herewith.



ARIZONA STATE SENATE
Fifty-Third Legislature, First Regular Session

FINAL AMENDED
FACT SHEET FOR H.B. 2365

wireless providers; use of rights-of-way
(NOW: wireless facilities; rights-of-way)

Purpose

Allows wireless providers to collocate small wireless facilities and install, modify, replace and operate utility poles in rights-of-way. Establishes maximum fees, rates and time frames for city, town and county applications. Provides exemptions to zoning requirements.

Background

The legislative body of any municipality may adopt zoning regulations in order to conserve public health, safety and general welfare. Pursuant to A.R.S. § 9-462.01, a municipality may regulate: a) signs and billboards; b) the use of buildings, structures and land; and c) the size and location of buildings and structures. A municipality may also require, as a condition of rezoning, public dedication of rights-of-way as streets, alleys, public ways, drainage and public utilities. Municipalities are required to hold a public hearing on any zoning ordinance (A.R.S. § 9-462.04).

There is no anticipated fiscal impact to the state General Fund associated with this legislation.

Provisions

Rights-Of-Way Access

1. Requires cities, towns, special districts or political subdivisions (*authorities*) and counties to establish rates, fees and terms for the installation, modification, replacement and operation of utility poles and collocation of wireless and small wireless facilities in rights-of-way.
2. Requires authorities to adopt rates, fees and terms six months from the general effective date or three months after receiving a request from a provider, whichever is later.
3. Requires rates or fees to be competitively neutral and limited to the actual cost of managing the right-of-way.
4. Prohibits rates or fees that:
 - a) result in double recovery;
 - b) are unreasonable or discriminatory; or
 - c) are based on revenue or customer counts, including franchise fees.

5. Prohibits an authority or county from charging a wireless provider for use of a right-of-way if it does not charge other communications service providers and utilities for use.
6. Prohibits terms that:
 - a) impose minimum separation distances;
 - b) require multiple antenna systems on a single utility pole;
 - c) require placement on a specific utility pole or category of poles; or
 - d) are unreasonable or discriminatory.
7. Prohibits structures and facilities from:
 - a) obstructing, endangering or hindering usual traffic or public safety activity;
 - b) damaging or interfering with any other utility facilities or use; or
 - c) failing to comply with the National Electrical Safety code and other applicable regulations for the protection of underground and overhead utility facilities.
8. Requires terms to remain valid until terminated by the wireless provider or agreed upon end date.
9. Allows a wireless provider to negotiate different or additional terms.
10. Requires projects to be completed within 180 days after permit issuance, unless:
 - a) delay results from a lack of commercial power at the site; or
 - b) the provider and authority or county agree to an extension.
11. Authorizes approved applicants to undertake the requested deployment, operate the facility for at least 10 years and obtain renewals of equivalent duration.
12. Allows an authority to require a wireless provider to repair all damage to an authority's property and right-of-way and, if the provider fails to make the repairs within a reasonable time, recover costs of repairs performed by the authority.
13. Requires an authority relocating a utility pole, monopole or wireless support structure to relocate wireless facilities at no cost.
14. Prohibits an authority or county from entering into exclusive right-of-way agreements for the operation of utility poles or monopoles or collocation of wireless or small wireless facilities.
15. Designates documents regarding rates, fees and terms as public records.
16. Refers disputes to a court of competent jurisdiction.
17. Exempts, from collocation provisions, private easements and authorities within 10 miles of the Mexican border that are negotiating or implementing a contract supporting national security objectives by July 1, 2018.
18. Allows special taxing districts, investor-owned electric utilities and electric cooperatives to deny, limit, restrict or determine attachment conditions.

19. Stipulates that bill provisions do not relieve a wireless provider from any requirement to obtain a franchise or other permission to provide communication service or operate other facilities in a right-of-way.

Small Wireless Facilities

20. Defines a *small wireless facility* as a wireless facility that meets both of the following qualifications:
 - a) all antennas are located inside an enclosure of not more than six cubic feet in volume or, if the antenna is exposed, all elements must be able to fit in an imaginary enclosure of not more than six cubic feet in volume; and
 - b) all other equipment, excluding ancillary equipment, is not more than 28 cubic feet in volume or 50 cubic feet in volume if ground mounted before the general effective date.
21. Defines *collocation* as installing, mounting, maintaining, modifying, operating or replacing wireless facilities on, within or adjacent to a wireless support structure or utility pole.
22. Exempts collocation of small wireless facilities from zoning review or approval.
23. Allows an applicant seeking to collocate multiple small wireless facilities within a single authority's jurisdiction to file a consolidated application for up to 25 small wireless facilities if the collocations are substantially similar.
24. Allows an authority to remove specific collocations from a consolidated application for separate treatment or denial.
25. Caps authority application fees at \$100 for each of the first five facilities and \$50 for each additional facility included in a consolidated application.
26. Prohibits an authority application fee from including third-party rates, fees or travel expenses.
27. Caps authority annual rates for small wireless facilities at \$50.
28. Requires an authority, within 20 days of receipt, to notify the applicant if the application is incomplete, including identification of any missing information.
29. Requires an authority to approve or deny the application within 75 days or the application is automatically approved.
30. Requires an authority to grant approval unless the application does not meet regulations concerning public safety, design standards, concealment requirements or spacing requirements for ground-mounted equipment in a right-of-way.
31. Allows an authority to condition approval upon replacement of a utility pole or wireless support structure.

32. Requires an authority to document the basis for a denied application, accept a resubmitted application at no additional cost within 30 days and act on the resubmission within 30 days.
33. Prohibits an authority from denying a resubmitted application for a deficiency not cited in the original denial.
34. Prohibits an authority from otherwise prohibiting, regulating or charging for collocation of small wireless facilities.
35. Prohibits an authority or county from:
 - a) requiring an applicant to perform unrelated services, including in-kind contributions and reservation of pole space;
 - b) requiring more information than is required of other communications service providers attaching facilities to structures;
 - c) instituting a filing, processing or issuing moratorium; or
 - d) requiring an application for routine maintenance or replacement of small wireless facilities with new facilities that are substantially similar.
36. Prohibits collocation on privately owned property, utility poles and support structures without consent of the private property owner.
37. Exempts, from authority and county jurisdiction, small wireless facilities in an interior structure or on a campus, stadium or athletic facility that is not owned by the authority, unless enforcing compliance with applicable codes.
38. Prohibits the state, an authority or county from requiring small wireless facility deployments or regulating wireless services.

Utility Poles

39. Defines *utility pole* as a pole or similar structure used for communication services, electric distribution, lighting or traffic signals, not including a monopole.
40. Exempts, from authority zoning review, a new, replacement or modified utility pole that is:
 - a) 40 feet or less above ground level; or
 - b) 10 feet or less above a utility pole, in place as of the general effective date, within 500 feet of the new, replaced or modified utility pole, but not more than 50 feet above ground level.
41. Allows an authority to require an application for the installation of new, replacement or modified utility poles associated with the collocation of a small wireless facility.
42. Caps authority utility pole application fees at \$750.
43. Requires an authority to approve an application unless the utility pole fails to comply with:
 - a) applicable codes;
 - b) local regulations concerning public safety, objective design standards, reasonable concealment requirements or underground requirements;

- c) design standards imposed by a contact between an authority and a private property owner;
or
- d) reasonable spacing requirements.

Authority Utility Poles

- 44. Defines *authority utility pole* as a utility pole that is owned or operated by an authority that is in a right-of-way, not including an electric distribution utility pole.
- 45. Allows an authority to prohibit, regulate and charge for the collocation of a wireless facility on a support structure owned by the authority.
- 46. Caps applications fees for collocation of small wireless facilities on authority utility poles at \$100.
- 47. Caps rates for collocation of small wireless facilities on authority utility poles at \$50.
- 48. Allows an authority to require replacement of the authority pole by the wireless provider and retain authority ownership of the pole.
- 49. Requires wireless facility terms for collocation to reasonably accommodate power supply and electric metering.
- 50. Prohibits an authority from entering into exclusive arrangements with any person for the right to attach to authority utility poles.

Monopoles

- 51. Defines *monopole* as a wireless support structure that has a 40-inch diameter or less at ground level that has all wireless facilities mounted on the pole or contained inside the pole.
- 52. Adds conditions specific to monopoles in cities and towns, as well as utility poles or small wireless facilities that do not qualify for treatment under previous provisions, in an authority's jurisdiction.
- 53. Stipulates that monopoles are subject to an authority's zoning codes, including review of height and appearance.
- 54. Requires an authority to:
 - a) accept applications for installation of new monopoles or modification of existing monopoles;
 - b) notify the applicant, within 30 days of receipt, if the application is incomplete, including identification of any missing information;
 - c) process the application within 150 days after receipt; and
 - d) provide, if an application is denied, substantial supporting evidence for reasonable denial that is publicly released.

55. Caps monopole application fees at \$1,000.
56. Allows an authority to:
- a) adopt reasonable requirements regarding the appearance and concealment of facilities;
 - b) adopt substantially similar setback or fall zone requirements imposed on other commercial structures of similar height;
 - c) charge a rate for the use of the right-of-way limited to the actual cost of managing the right-of-way.
57. Prohibits an authority from:
- a) requiring an applicant to submit business decision information;
 - b) instituting a filing, processing or issuing moratorium; or
 - c) issuing decisions for modifications or installations that are not a permitted use.

Provisions Specific to Counties

58. Requires counties to adopt rates, fees and terms within the later of:
- a) time frames allowed for ordinance adoption; or
 - b) three months after receiving a request from a provider.
59. Prohibits a county from requiring an application or charging a rate or fee for collocations on utility poles or wireless support structures that are not owned by the county and that don't include ground-mounted equipment.
60. Prohibits a county from charging a rate for collocations on replaced county utility poles.
61. Allows an applicant seeking to collocate multiple small wireless facilities within a single county's jurisdiction to file a consolidated application for up to 35 small wireless facilities if the collocations are substantially similar.
62. Allows a county to remove specific collocations from a consolidated application for separate treatment or denial.
63. Caps county collocation application fees at \$100 for each of the first five facilities and \$65 for each additional facility included in a consolidated application.
64. Caps county application fees for modification or installation of utilities poles at \$100 or the amount charged by the county for similar activity, whichever is lesser.
65. Requires county collocation rates to be based on 90 percent of the average fair market value of the right-of-way.
66. Caps rates at \$175 for collocations that require ground mounted equipment.
67. Caps rates at \$20 for collocations not requiring ground mounted equipment on county utility poles.

68. Requires counties to approve an application, exempt from zoning review, for collocation of small wireless facilities or installation, modification or replacement of a utility pole if the applicant provides a sealed statement from a registered engineer demonstrating that the utility pole or support structure is structurally sound.
69. Limits the height of proposed or modified utility poles to the greater of:
 - a) 50 feet above ground level; or
 - b) 10 feet above a utility pole, in place as of the general effective date, within 500 feet of the new, replaced or modified utility pole.
70. Requires a county to establish a process for receiving a height or separation distance waiver.
71. Excludes monopole installers from county wireless infrastructure providers.

Definitions

72. Defines *antenna* as communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.
73. Defines *applicable codes* as uniform building, fire, electrical, plumbing or mechanical codes that are adopted by a recognized national code organization or local amendments to those codes that are enacted to address threats of destruction of property or injury to persons.
74. Defines *applicant* as any person that submits an application and is a wireless provider.
75. Defines *application* as a request that is submitted by an applicant to an authority for a permit to collocate small wireless facilities or to approve the installation, modification or replacement of a utility pole or wireless support structure.
76. Defines *cable operator* as a person that is issued a license to construct, operate and maintain a cable television system in public streets, roads and alleys, but does not include a special taxing district.
77. Defines *communication service* as a cable, information, telecommunication or wireless service.
78. Defines *communication service provider* as a cable operator, provider of information service, telecommunications carrier or wireless service provider.
79. Defines *fee* as a one-time charge.
80. Defines *law* as any federal, state or local law, statute, common law, code, rule, regulation, order or ordinance.
81. Defines *permit* as written permission required by an authority to:
 - a) install, mount, maintain, modify, operate or replace a utility pole or monopole;
 - b) collocate a small wireless facility on a utility pole or wireless support structure; or
 - c) collocate wireless facilities on a monopole.

82. Defines *person* as an individual, corporation, limited liability company, partnership, association, trust or other entity, including an authority.
83. Defines *private easement* as an easement or other real property right that is only for the benefit of the grantor, grantee and their successors.
84. Defines *rate* as a recurring charge.
85. Defines *right-of-way* as the area on, below or above a public roadway, highway, street, sidewalk, alley or utility easement, not including:
- a) a federal interstate highway, a state highway or state route under the jurisdiction of the Department of Transportation;
 - b) an easement that is granted to a private property owner;
 - c) property owned by a special taxing district; or
 - d) a utility easement that doesn't authorize the deployment sought by the wireless provider.
86. Defines *wireless facility* as equipment at a fixed location that enables wireless communications between user equipment and a communication network, excluding the collocated structures or improvements.
87. Defines *wireless infrastructure providers* as a person authorized to provide telecommunications service that installs transmission equipment, wireless facilities, utility poles or monopoles.
88. Defines *wireless provider* as a cable operator, wireless infrastructure or wireless services provider.
89. Defines *wireless services* as any fixed or mobile services provided to the public using wireless facilities and licensed or unlicensed spectrum.
90. Defines *wireless services provider* as a person that provides wireless services excluding a special taxing district.
91. Defines *wireless support structure* as a free standing structure, monopole, tower, sign, billboard or any other existing or proposed structure designed to support, or capable of supporting, small wireless facilities, excluding utility poles.
92. Becomes effective on the general effective date.

Amendments Adopted by Committee

- Adopted the strike everything amendment.

Amendments Adopted by Committee of the Whole

1. Specifies that a cable operator does not include a special taxing district.

2. Removes monopole installers from county wireless infrastructure providers.

Senate Action

House Action

COMPS	3/20/17	DPA/SE	8-0-0-0	Final Read	3/30/17	53-1-6
3 rd Read	3/29/17	DPA	29-0-1-0			

Signed by the Governor 3/31/17
Chapter 124

Prepared by Senate Research
April 10, 2017
GH/rr

Chapter 12.05 RIGHTS-OF-WAY

Sections:

- 12.05.010 Purpose.
- 12.05.020 Scope.
- 12.05.030 Adoption of permit application form.
- 12.05.040 Definitions.
- 12.05.050 Enforcement.
- 12.05.060 Appeals.
- 12.05.070 Permit requirements – Classes of permits.
- 12.05.080 Life of the permit.
- 12.05.090 Denial of permit.
- 12.05.100 Fees.
- 12.05.110 Amendment additions to sections of MAG Uniform Standard Specifications for Public Works Construction, and MAG Standard Details for Public Works Construction.
- 12.05.120 Additional stipulations.
- 12.05.130 Procedures for acceptance of existing private streets as public roads.
- 12.05.140 Art in public right-of-way.
- 12.05.150 Small Wireless Facility

...

12.05.100 Fees.

A. *Permit Fees.* At the issuance of a permit, the city engineer shall collect the permit fees set forth in [Table 12.05.100\(A\), Permit Fees](#) ~~the city Consolidated Fee Schedule as adopted by the city council from time to time~~. Such fees shall be paid in lawful money of the United States or by collectible draft, check, credit card or debit card. Should such fee payment instrument be uncollectible within 15 days, the permit shall be null and void. The fee for permits applied for after the fact shall be three times the project permit fee in [Table 12.05.100\(A\)the Consolidated Fee Schedule](#).

Table 12.05.100(A). Permit Fees

General Permit	\$100.00 per permit valid for 1 year
Project Permit	\$60.00 per permit 60 days \$50.00 for each time extension beyond 30 days
City-Developed Consent Permit	As determined by agreement, license or lease
Citywide Permit	No fee

Project permit fees shall be waived for utilities holding a general permit.

B. Inspection Fees.

1. Inspection fees shall be waived for utilities holding a general permit.
2. Inspection fees for one inspection are included in the permit fees, except as noted below.
3. If the city engineer determines that more than one inspection is necessary for each project permit issued, the permittee shall be notified and the fee set forth in the [Table 12.05.100\(B\), Inspection Fees, Consolidated Fee Schedule](#) shall be collected before the inspection is conducted. Such fees shall be paid in lawful money of the United States or by collectible draft or check. Should such draft or check be uncollectible within 15 days, the permit shall be null and void.

Table 12.05.100(B). INSPECTION FEES

Inspections under project permit	\$60.00 per inspection per 1 hour
----------------------------------	-----------------------------------

One hour shall include transit time to the inspection site and return. Additional time during the same inspection visit shall be invoiced at the nonprorated fee of \$50.00 per one hour.

C. Special Fees. At the issuance of a permit, the city engineer shall collect the special fees set forth in [Table 12.05.100\(C\), Special Fees, the Consolidated Fee Schedule](#). Such fees shall be paid

in lawful money of the United States or by collectible draft or check. Should such draft or check be uncollectible within 15 days, the permit shall be null and void. Special fees shall be waived for utilities holding a general permit.

Table 12.05.100(C). SPECIAL FEES

Traffic control plan review, pursuant to SCC <u>12.05.070(C)(8)(a)</u>	\$300.00 minimum (1-day review)
Pre-construction and maintenance conference, pursuant to SCC <u>12.05.070(C)(5)</u>	\$300.00 minimum (1-conference)
Project permit amendment, pursuant to SCC <u>12.05.080(C)</u>	\$60.00 per amendment
Project specific pollution control plan	\$300.00 (waived if part of a grading plan submitted under provision of the city code or land development code)

[Code 2006 § 7-15-10. Ord. 2008-05, 6-10-2008; Ord. 2008-11, 10-14-2008].

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12.05.150 Small Wireless Facility.

A. Intent and purpose. It is the intent of the city to promote the public health, safety and general welfare by: providing for the placement and maintenance of small wireless facilities in the right-of-way within the city; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including A.R.S. §9-591 et seq., as it may be amended, the city's statutory authority, and in accordance with the provisions of the federal Telecommunications Act of 1996 and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement and maintenance of small wireless facilities in the right-of-way; and minimizing

disruption to the right-of-way. In regulating its right-of-way, the city shall be governed by and shall comply with all applicable federal and state laws. The placement and maintenance of wireless communications facilities on private property or property owned, leased or controlled by the city, other than right-of-way, is governed by Article 4 of the city's Land Development Code.

B. Definitions. For the purposes of this Section exclusively, the following definitions shall apply:

1. "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.
2. "Applicable codes" means uniform building, fire, electrical, plumbing or mechanical codes that are adopted by a recognized national code organization, or local amendments to those codes, that are enacted by the city to address threats of destruction of property or injury to persons and to an extent that is not inconsistent with this section.
3. "Applicant" means any person that submits an application and that is a wireless provider.
4. "Application" means a request that is submitted by an applicant to the city for a permit to collocate small wireless facilities or to approve the installation, modification or replacement of a utility pole or wireless support structure on which to collocate a small wireless facility in the right-of-way.
5. "Authority utility pole" means a utility pole that is owned or operated by the City of Sedona and that is in a right-of-way. Authority utility pole does not include a utility pole for electric distribution.
6. "Cable operator" has the same meaning prescribed in section 9-505 and includes a video service provider. Cable operator does not include a special taxing district.
7. "Collocate" or "collocation" means to install, mount, maintain, modify, operate or replace wireless facilities on, within or adjacent to a wireless support structure or utility pole.
8. "Communications service" means cable service as defined in 47 United States Code section 522(6), information service as defined in 47 United States Code section 153(24), telecommunications service as defined in 47 United States Code section 153(53) or wireless service, as may be amended or superseded.
9. "Communications service provider" means a cable operator, a provider of information service as defined in 47 United States Code section 153(24), a telecommunications carrier as defined in 47 United States Code section 153(51) or a wireless services provider, as may be amended or superseded.
10. "Director" means the city's director of public works. References to the director include the director's designee.

11. "Fee" means a onetime charge.

12. "Law" means any federal, state or local law, statute, common law, code, rule, regulation, order or ordinance.

13. "Master License Agreement" means the agreement entered into between the City of Sedona and any person seeking a permit to install a small wireless facility within a right-of-way.

14. "Monopole" means a wireless support structure that is not more than forty inches in diameter at the ground level and that has all of the wireless facilities mounted on the pole or contained inside of the pole.

15. "Permit" means written permission required by an authority to install, mount, maintain, modify, operate or replace a utility pole or monopole, to collocate a small wireless facility on a utility pole or wireless support structure or to collocate wireless facilities on a monopole.

16. "Person" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including an authority.

17. "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and the grantor's or grantee's successors and assigns.

18. "Rate" means a recurring charge.

19. "Right-of-way" means the area on, below or above a public roadway, highway, street, sidewalk, alley or utility easement. Right-of-way does not include a federal interstate highway, a state highway or state route under the jurisdiction of the department of transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

20. "Small wireless facility" means a wireless facility that meets both of the following qualifications:

a. All antennas are located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of not more than six cubic feet in volume.

b. All other wireless equipment associated with the facility if cumulatively not more than twenty-eight cubic feet in volume, or fifty cubic feet in volume if the equipment was ground mounted before August 9, 2017. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:

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- i. An electric meter.
 - ii. Concealment elements.
 - iii. A telecommunications demarcation box.
 - iv. Grounding equipment.
 - v. A power transfer switch.
 - vi. A cutoff switch.
 - vii. Vertical cable runs for the connection of power and other services.

21. "Special taxing district" means a special district formed pursuant to A.R.S. title 48, chapter 11, 12, 17, 18, 19, 20 or 22.

22. "Utility pole" means a pole or similar structure that is used in whole or in part for communications services, electric distribution, lighting or traffic signals. Utility pole does not include a monopole.

23. "Wireless facility":

a. Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:

- i. Equipment associated with wireless communications.
- ii. Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.

b. Includes small wireless facilities.

c. Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

d. Does not include Wi-Fi radio equipment or microcell equipment as those terms are defined in A.R.S. Article 9,

24. "Wireless infrastructure provider" means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless services provider. Wireless infrastructure provider does not include a special taxing district.

25. "Wireless provider" means a cable operator, wireless infrastructure provider or wireless services provider.

26. "Wireless services" means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

27. "Wireless services provider" means a person that provides wireless services. Wireless services provider does not include a special taxing district.

28. "Wireless support structure":

a Means:

i. A freestanding structure, such as a monopole.

ii. A tower, either guyed or self-supporting.

iii. A sign or billboard.

iv. Any other existing or proposed structure designed to support or capable of supporting small wireless facilities.

b. Does not include a utility pole.

C. Placement or maintenance of a small wireless facility in right-of-way.

1. Applicant shall at all times comply with and abide by all applicable provisions of state, federal and local law and city ordinances, codes and regulations, as amended, in placing or maintaining a small wireless facility in right-of-way. Only small wireless facilities shall be permitted within a right-of-way pursuant to this Section. All applicants seeking to install a small wireless facility within a right-of-way must execute a Master License Agreement with the city. Applicants proposing wireless communications facilities which exceed the "small wireless facility" definition or outside of the right-of-way must proceed under Article 4 of the Land Development Code.

2. To the extent not otherwise prohibited by state or federal law, the city shall have the power to prohibit or limit the placement of new or additional small wireless facilities within the right-of-way if there is insufficient space to accommodate all of the requests to place and maintain facilities in that area of the right-of-way, for the protection of existing facilities in the right-of-way or to accommodate city plans for public improvements or projects that the city determines are in the public's interest.

3. No person or provider may install, maintain, construct, or operate small wireless facilities in right-of-way, or provide services by means of such small wireless facilities, without first filing an application for the facility, entering into a Master License Agreement as provided in this Section 12.05.150, and obtaining applicable permits. All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of small wireless facilities.

4. Small wireless facilities located in the right-of-way must meet the "small wireless facility" definition size parameters set forth above, and meet the following minimum standards:

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- a. Required approvals. No application for placement of small wireless facilities in the right-of-way shall be permitted without approval of the department of public works.
- b. i. An applicant proposing placement of an antenna in the right-of-way shall submit an application for approval through the department of public works. The application shall consist of the following:
- (a) Completed application form provided by the city accompanied by the required application fee;
 - (b) Copy of current business tax receipt or business license;
 - (c) A scaled site plan depicting an area within a six hundred (600) foot radius from the center of the proposed small wireless facility, and showing the proposed antennas, equipment, related infrastructure, sidewalks, all existing utilities, antennas, towers, concealed facilities, the right-of-way boundaries, small wireless facility boundary, road improvements, all ingress and egress to nearby streets, major vegetation, required grading, existing and proposed elevations, easements, and other significant features of the site.
 - (d) Certification signed by the applicant confirming the distance separation from other non right-of-way wireless service facilities.
 - (e) An attestation from the wireless service provider intending to utilize the proposed facility that "small wireless facilities" will be installed and operational on the proposed structure within 180 days after the date the application is approved.
- ii. No permits shall be issued by the city prior to the approval of an application where required pursuant to this Section. An application may include up to twenty-five (25) separate small wireless service facility proposals provided each proposed small wireless facility is substantially similar, but shall include sufficient information for EACH such separate facility proposed in the application.
- c. Completeness review; time limitation. The city shall grant or deny a properly completed application for small wireless facilities in the public right-of-way within seventy-five (75) days or, as required by federal and state law, after the date the application is determined to be properly completed. An application is deemed submitted or resubmitted on the date the application is received by the department of public works. The department of public works shall notify the applicant within twenty (20) days after the date the application is initially submitted or additional information resubmitted, whether the application is properly completed in compliance with the city's requirements. If the application is not completed in compliance with the city's requirements, the department of public works shall so notify the applicant in writing indicating with specificity any deficiencies which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the department of public works shall notify the applicant, in writing, no later than twenty (20) days after the additional information is submitted, of any remaining deficiencies that must be cured. If a specified deficiency is not properly cured when the applicant resubmits its
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application to comply with the notice of deficiencies, the department of public works may continue to request the information until such time as the specified deficiency is cured, or may establish a reasonable time frame within which the required information to cure the application deficiency is to be provided. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed.

- d. Collocation or use of concealed facilities. An antenna in the right-of-way shall, to the extent possible, be collocated on an existing power, light or other utility pole. When collocation of an antenna is not possible, a freestanding concealed facility is required. For collocations and freestanding concealed facilities, the applicant shall submit an application to the department of public works for approval.
- e. Statement. A statement or statements shall be submitted with the application certifying that the construction of small wireless facilities proposed to be located in the right-of-way will comply with all applicable codes, regulations and standards including as set forth in the International Building Code, latest edition, the State of Arizona Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, and applicable electrical codes; and describing the proposed small wireless facilities' capacity to permit multiple users, including an example of the number and type of antennas or other attachments that can be accommodated on support structures. No small wireless facility which exceeds its support structure's loading capacity, which causes any pole or structure to exceed its loading capacity or which does not conform to applicable electrical codes shall be permitted in the right-of-way.
- f. All equipment should be contained within the vertical infrastructure installed in the right-of-way except where not feasible, in which event cabinets, boxes and vaults may be used if approved by the director. No permit or order shall be granted authorizing the placement, construction or modification in the right-of-way of a wireless service facility cabinet, box or vault exceeding 28 cubic feet in volume.
- g. Height, setbacks, concealment and related location requirements.

 - i. The height of a new small wireless facility in the public right-of-way to which an antenna is attached shall not exceed the height of existing poles or structures in the right-of-way within five hundred (500) feet of such proposed new small wireless facility, plus ten (10) feet, or if no such existing poles are present in the right-of-way within five hundred (500) feet of such proposed new small wireless facility, the new small wireless facility shall not exceed a height of forty (40) feet. Height shall be measured from the crown point of the road nearest to such facility. Any wireless provider that seeks to install, modify, or replace facilities on a pole in the right-of-way that exceeds the height limits, shall be subject to applicable requirements of Article 4 of the city's Land Development Code.
 - ii. All new small wireless facilities within a right-of-way shall be constructed using concealment techniques. All pole mounted equipment and facilities, including the antenna, must be concealed in a manner that minimizes the visual impact of the

pole mounted equipment and facilities. In all residential districts, the concealment technique shall be similar to the following options, after consultation with the department of public works:



The department of public works reserves the right to designate a different design in any location depending upon the site specific circumstances.

In all non-residential districts the concealment technique to be utilized shall be similar to the following option, after consultation with the department of public works:



The department of public works reserves the right to designate a different design in any location depending upon the site specific circumstances.

- iii. No antenna attached to a freestanding pole in the right-of-way, other than as a collocation with an existing power, light or other utility pole, or unless installed as a concealed facility, shall be permitted within fifty (50) feet of any principal residential structure as measured from the location of the small wireless facility to the nearest wall of a residential structure. Small wireless facilities shall maintain a minimum 25-foot distance from the primary doorway of businesses or residences measured from the outer door frame.
- iv. A box or cabinet housing the equipment connected to an antenna attached to a freestanding pole in the right-of-way shall be placed on the ground instead of attached to the pole supporting the antenna, and in accordance with the buffering provisions in subsection I. below.
- v. Small wireless facilities shall be located in state or county arterial or collector right-of-way, whenever possible. In circumstances where such locations are not possible, the applicant shall include with its city permit application sufficient evidence consistent with industry standards to justify placement in a city right-of-way.

Whenever small wireless facilities must be placed in a right-of-way with residential uses on one (1) or both sides, neither poles, equipment, antennas nor other structures shall be placed in front of a residential structure. If a right-of-way has residential structures on only one (1) side, the small wireless facilities shall be located on the opposite side of the right-of-way whenever possible. All small wireless facilities shall be sited to minimize visual impacts to adjacent properties and viewsheds.

- vi. No new wireless support structure will be permitted in the right-of-way if there is an existing city wireless support structure within 100 feet of the proposed location that may be used to install a small wireless facility. To the extent possible, all new wireless support structures must serve a dual purpose (power, light, utility, etc.) unless otherwise approved by the city. Availability and use of existing city wireless support structures for small wireless facilities installations are on a first come, first served basis.
- vii. All small wireless facilities mounted on a pole or any wireless support structure must be installed with a cutoff switch.
- viii. The average noise level of small wireless facilities located in right-of-way, including antenna and ground mounted equipment and facilities and electric meter, measured at any property line that is zoned or used for residential purposes must not exceed the lowest level of either: (a) 55 decibels or (b) such noise level standard as may be established by federal or state law for small wireless facilities.

h. Antennas.

- i. Each application for a small cell wireless facility shall contain a rendering or photograph of the proposed antenna which depicts its aesthetic features including, but not limited to, the use of colors and screening devices. Such renderings shall provide a visual illustration of the small wireless facility in context with its surrounding area.
- ii. No signals, lights, or illumination shall be permitted on an antenna or, except in the case of a light pole or a concealed facility designed to emulate a light pole, on a pole to which such antenna is attached, unless required by applicable state or federal laws or rules.
- iii. Antennas shall be mounted at a height and location that will not interfere with use of the right-of-way, but shall in no event exceed 50 feet in height.
- iv. No exterior antenna in the right-of-way shall exceed the height of the pole to which it is attached by more than twenty-four (24) inches, unless it is attached as a collocation to an existing power, light or other utility pole or on a pole designed to emulate a light pole. Further, if any part of the antenna extends above the top of the pole it shall not be allowed to extend away from the exterior side of the pole in an amount greater than twelve (12) inches on any side.
- v. No antenna shall be mounted where the edge of the antenna is more than four (4) inches from the exterior side of the pole to which it is attached unless it is attached

as a collocation to an existing power, light or other utility pole. No part of the antenna shall be allowed to extend more than twenty-four (24) inches away from the exterior side of the pole.

- vi. All cabling and interconnecting wires must be concealed. Exterior looping of excess cable length installed on any small wireless facility located in the public right-of-way is prohibited.
- vii. Distance between antenna locations/number of antenna locations within a specified area. To minimize the adverse visual impacts associated with the proliferation and clustering of antennas and associated above-ground small wireless facilities, no antenna site in the right-of-way shall be located within six hundred (600) feet of any other non "small cell" antenna site or telecommunications tower that is NOT within a right-of-way. This subsection shall not apply to any antenna collocated on an existing power, light or other utility pole within the right-of-way.
- i. Collocation. In any collocation, as defined in Section B.7, the existing power, light or other utility pole may be modified or replaced to accommodate the new attachment, provided however that the modified or replacement pole complies with the height, setback and related location requirements. For the purposes of this section, an existing power, light or other utility pole modified or replaced to accommodate a new attachment shall continue to be considered an existing pole after replacement or modification.
- j. Approval required from other governmental agencies and owners. Each application for the location of a small wireless facility in the right-of-way may be required to include written approval, or a statement of no objection, from agencies that regulate siting, design, and construction of such facilities, or have jurisdiction over the right-of-way, if any such agencies require the applicant to seek their review or approval. An existing facility in the right-of-way shall only be utilized in a manner consistent with the City Code and with the written permission of the facility owner.
- k. FCC emissions standards. All small wireless facilities in the right-of-way shall comply with current radio frequency emissions standards of the Federal Communications Commission. A signed statement shall be provided from the small wireless facility owner or owner's agent stating that the radio frequency emissions comply with FCC standards for such emissions as set forth in 47 CFR 1.1307, 1.310, 2.091 or 2.093, as applicable (Report and Order, ET Docket 93-62 (Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation), 11 FCC Rcd 15123 (1996); Second Memorandum Opinion and Order and Notice of Proposed Rule Making, ET Docket 93-62 (WT Docket 97-192), 12 FCC Rcd 13494 (1997). In particular, the statement shall demonstrate that the proposed facility, individually and cumulatively, will not exceed the maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. In addition, any collocation application shall contain an analytical report which confirms that following installation, the composite facility will remain in compliance with FCC standards as stated in OET-65.

I. Design Requirements. Small wireless facilities and equipment shall be designed, located and installed to minimize the visual impacts and:

i. Utilize the smallest, least visually intrusive antennas, components, and other necessary equipment.

ii. Be designed to be aesthetically and architecturally compatible with the natural and built environments and minimize the visual impacts of the facility.

iii. Incorporate landscaping to offset the overall visual impacts. All landscaping shall conform to the city's Land Development Code landscaping requirements. The application shall include a site plan identifying existing landscaping and proposed landscaping. Landscaping shall be provided around ground equipment and the small wireless facility for screening and aesthetic purposes. The planting quality and size shall be such that sufficient screening is achieved within two (2) years of installation. All disturbed landscape shall be replaced in-kind and areas of bare or disturbed soil must be revegetated in accordance with the city's landscaping requirements. In the event landscaping screening is not feasible, ground mounted facilities and equipment must be screened by a screen wall or painted so as to blend with or enhance the surrounding context in terms of scale, form, texture, materials, and color. Ground mounted facilities and equipment shall be concealed as much as possible by blending into the natural and/or physical environment.

iv. Vaulting underground freestanding equipment cabinets or shelters and/or power meters is preferred. However, if the applicant can demonstrate that underground water table or floodplain issues prevent vaulting the supporting ground equipment then the director may approve placement on the ground. In no instance shall supporting equipment be located farther than 2 feet from the base of the structure without approval from the director. Supporting equipment shall not interfere with pedestrian or vehicular traffic.

v. When underground vaults are proposed, they shall be located to minimize disruption of existing trees and landscaping. Adequate planning depth shall be provided between the top of the vault and the finished grade to allow plants to grow in a healthy condition.

vi. When faux trees are proposed to house small wireless facilities, live trees of similar size and species are may be required by the director. Additional trees should be added to create a grove-like appearance that effectively integrates the faux tree. Detailed specifications for faux trees shall be provided. Faux trees shall incorporate a sufficient number of branches and design materials so that the structure is as natural in appearance as possible.

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- vii. When ground mounted facilities are used, they shall satisfy all required Americans with Disabilities Act requirements, be limited to the minimum height necessary, maintain a minimum 20-foot distance from existing fire hydrants, driveways and sight visibility triangles, and incorporate landscape screening as specified above.
 - viii. Colors and materials shall be harmonious with the character of the surrounding area to enhance compatibility with adjacent residential and nonresidential land uses.
 - ix. All screening required in connection with the use of small wireless facilities in the right-of-way shall be maintained by the owner of such facilities at its own cost.
 - m. Equipment. The location in the right-of-way of any equipment or equipment cabinets associated with small wireless facilities shall be subject to the approval of the director. Any such cabinets or equipment must be approved by the director as to safety, and shall not interfere with the use of the right-of-way. The director may require a statement certifying the need for the proposed equipment and location. No generators utilized in connection with small wireless facilities may be placed in the right-of-way, except temporarily in the case of emergency and only if approved within forty-eight (48) hours of placement by the director.
 - n. Signs and advertising. The use of any portion of a small wireless facility in the right-of-way for the posting of signs or for advertising purposes, including, but not limited to, the display of lights, banners and streamers is strictly prohibited. For purposes of emergency contact, the owner of the small wireless facility shall place one (1) identification label on the equipment or equipment cabinet advising of the name and contact telephone number of the owner of the small wireless facility. The label shall be limited in size to what can be legible from a distance of 10 feet and the font size shall not exceed .5 inches.
 - o. Inspections.
 - a. Owners or operators of small wireless facilities in the right-of-way shall ensure that the department of public works has current contact information for such owner or its authorized representative.
 - b. The owner or operator of a small wireless facility in the right-of-way shall submit a report to the department of public works, certifying the integrity of the small wireless facility and the safety of electrical components at least once every two (2) years.
 - c. Following the completion of construction of a small wireless facility within a right-of-way, the owner shall submit a report to the department of public works certifying "as-built" compliance with the permitted structural and electrical parameters. The city shall conduct a post-construction inspection to verify the submitted report and confirm the constructed facility does not present a public safety hazard to vehicular and pedestrian traffic. The fee for the post-construction inspection shall be as provided in the city's fee schedule and shall be paid by the owner to the city. Notwithstanding any requirements contained in
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this section, all applicants for small wireless facilities shall obtain appropriate building permits and comply with all required inspections.

- p. Cooperative determination. In the event an applicant demonstrates, in writing, to the satisfaction of the director, that the operation of this section produces a result which is either (i) a burdensome hardship on the applicant, and is inconsistent with the general public welfare; or (ii) inconsistent with the intent of the particular provisions of this section, and inconsistent with the general public welfare, the applicant and the director shall cooperate to determine an appropriate location and aesthetic design for the proposed facility. In any such cooperative determination there shall be a preference for collocation with existing small wireless facilities or other utility facilities, or for use of unused capacity on existing small wireless facilities. Where facilities cannot be collocated and no such unused capacity exists, there shall be a preference for the use of free-standing concealed type structures which are consistent, to the extent possible, with this section.
- q. Modifications or replacements. Modification or replacement of any small wireless facilities in the right-of-way shall be subject to approval of the department of public works. Any collocation of additional small wireless facilities, removal of small wireless facilities or replacement of small wireless facilities that substantially changes the physical dimensions of an antenna node site shall be subject to approval of the department of public works.
- r. Statements and certifications. Any statement or certification submitted by or on behalf of an applicant pursuant to the provisions of this section shall be prepared applying rational analysis by one (1) or more engineers registered and licensed in the state, or by such other person or persons designated by the applicant who are qualified to perform the required analysis. Any person or persons providing such a statement or statements shall also certify as to his or her competence in the discipline or disciplines necessary to perform the analysis and to provide the statement.
- s. The city may deny an application subject to this Section if the proposed small wireless facility, ground equipment, or new, modified, or replaced pole:
- a. Materially and demonstrably interferes with the safe operation of traffic control equipment;
 - b. Materially and demonstrably interferes with sight lines or clear zones for transportation or pedestrians;
 - c. Materially fails to comply with the Americans with Disabilities Act or similar federal, state, or local laws, standards and regulations regarding pedestrian access or movement;
 - d. Fails to comply with applicable codes, standards and regulations, including the city's design standards; or
 - e. Fails to comply with the provisions in this Section 9.05.150.

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5. An applicant shall, at its own expense, restore the right-of-way to at least its original condition before such work after the completion of any placement or maintenance of a small wireless facility in right-of-way or each phase thereof. If the applicant fails to make such restoration within thirty (30) days following the completion of such placement or maintenance, the city may perform such restoration as it deems necessary and charge all costs of the restoration against the applicant. The applicant shall guarantee its restoration work and shall correct any improper restoration work at its own expense for twelve (12) months following the original completion of the work.
 6. A permit from the city constitutes authorization to undertake only certain activities on right-of-way in accordance with this section, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the right-of-way.
 7. All wireless facilities must be maintained in a good and safe condition, including kept free of graffiti. An applicant shall maintain its wireless facility in right-of-way in a manner consistent with accepted industry practice and applicable law.
 8. In the interest of the public's health, safety and welfare, upon request of the city, an applicant shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject right-of-way. The city may require an applicant to alter its placement or maintenance schedule as the city determines to be reasonably necessary so as to minimize disruptions and disturbance in the right-of-way. The city may provide a more definite time frame based on individual city construction or maintenance schedules.
 9. The city makes no warranties or representations (including within the Master License Agreement) regarding the fitness, suitability, or availability of city's right-of-way for the applicant's small wireless facilities and any performance of work or costs incurred by applicant or provision of services shall be at applicant's sole risk. Nothing in this section or the Master License Agreement shall affect the city's authority to add, vacate or abandon right-of-way and city makes no warranties or representations regarding the availability of any added, vacated or abandoned right-of-way for small wireless facilities.
 10. The city shall have the right to make such inspections of small wireless facilities placed or maintained in right-of-way as it finds necessary to ensure compliance with this section. In the event the city determines that a violation exists with respect to applicant's placement or maintenance of facilities in the right-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the city will provide the applicant at least three (3) days' written notice setting forth the violation and requesting correction.
 11. The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in right-of-way occupied by the applicant. Applicant may allow city facilities to be collocated within city's right-of-way through the use of a joint trench during applicant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between the applicant and the city and may be subjected to other city right-of-way requirements. The city further
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reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the right-of-way within the limits of the city and within said limits as same may from time to time be altered.

12. An applicant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its small wireless facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the applicant shall have the authority to require such payment in advance. The applicant shall be given not less than thirty (30) days' advance written notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility.
13. Notice. The city reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any right-of-way, aerial, surface, or subsurface improvements or any other public works construction within the right-of-way. The city shall provide the applicant reasonable advance notice, but no less than 30 days following written notice from the city, the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the right-of-way whenever the city has determined that such removal relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the right-of-way. The city retains the right and privilege to cut or move any wireless facility located within the right-of-way in the event of an emergency.
14. The city will not bear any cost to relocate existing infrastructure or facilities, irrespective of the function served where existing city infrastructure or facilities or other existing infrastructure or facilities occupy the local right-of-way and conflict with a proposed wireless facility.

D. Fees & Rates, Cost Recovery.

1. The application fees for a permit for a small wireless facility within a right-of-way and the rate for use of any city utility pole for a small wireless facility shall be as identified in the city's consolidated fee schedule. A resubmittal of a rejected application for deficiencies as set forth in subsection C.4.s above shall be deemed a new application which shall require payment of a new application fee. The fee for use of any city utility pole for a small wireless facility colocation shall be payable annually by the applicant on the anniversary of the issuance of the permit for such facility.
2. In addition to the application fees provided herein, an applicant for a permit for a small wireless facility shall reimburse the city a cost recovery amount for the fixed cost of third party review of the application, which shall not include any travel expenses for the third party reviewer and shall not be a contingency based fee nor a results-based fee but rather a fixed amount for all reviews. The cost recovery amount shall be as set forth in the city's consolidated fee schedule.

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3. A wireless provider may remove one or more of its small wireless facilities at any time from the right-of-way with the required permit. The wireless provider will cease owing the city compensation, as of the date of removal, for such removed facilities.

E. Transfer, sale or assignment of small wireless facilities.

1. If an applicant transfers, sells or assigns its small wireless facilities in the right-of-way, incident to a transfer, sale or assignment of the applicant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this Section. Written notice of any such transfer, sale or assignment shall be provided to the city within twenty (20) days of the effective date of the transfer, sale or assignment. If permit applications are pending in the applicant's name, the transferee, buyer or assignee shall notify the public works department that the transferee, buyer or assignee is the new applicant.
2. Any mortgage, pledge, lease or other encumbrance on the small wireless facilities shall be subject and subordinate to the rights of the city under this section and applicable law.

F. Insurance.

1. An applicant shall provide, pay for and maintain satisfactory to the city the types of insurance described herein prior to issuance of any permit for a small wireless facility. All insurance shall be from responsible companies duly authorized to do business in the State of Arizona and having a rating in best's insurance guide of A or better or having a rating acceptable to the city. All insurance coverage shall be primary over any city insurance coverage. Further, all insurance coverage shall be "by occurrence" rather than on a "claims made" basis. All liability policies shall provide that the city is an additional insured in the endorsement. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually. Thirty (30) days' advance written notice by registered or certified mail must be given to the city of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the director.
 2. The limits of coverage of insurance required shall be not less than the following:
 - (i) Worker's compensation and employer's liability insurance shall be provided as required by Title 23, Chapter 6 of the Arizona Revised Statutes.
 - (ii) Comprehensive general liability. Bodily injury and property damage—One million dollars (\$1,000,000.00) per each occurrence and Two million dollars (\$2,000,000.00) general aggregate. Said coverage shall not exclude contractual liability, products/completed operations or independent contractors.
 - (iii) Business automobile liability. Bodily injury and property damage—One million dollars (\$1,000,000.00) combined single limit each occurrence.
 3. Umbrella or excess liability. Applicant may satisfy the minimum limits required above for either commercial general liability, business auto liability and employer's liability coverage
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under umbrella or excess liability. The umbrella or excess liability shall have an aggregate limit not less than the highest "each occurrence" limit for commercial general liability, business auto liability or employer's liability. The city shall be specifically endorsed as an "additional insured" on the umbrella or excess liability, unless the certificate of insurance states the umbrella or excess liability provides coverage on a "follow-form" basis.

4. Self-insurance. Applicant may satisfy the insurance requirements and conditions of this section under a self-insurance plan and/or retention. Applicant agrees to notify the city, and/or indicate on the certificate(s) of insurance, when self-insurance is relied upon or when a self-insured retention exceeds one hundred thousand dollars (\$100,000.00). The city reserves the right, but not the obligation, to request and review a copy of the applicant's most recent annual report or audited financial statement, which the applicant agrees to furnish for the purpose of determining the applicant's financial capacity to self-insure.
5. Right to review. City reserves the right to review, modify, reject or accept any required policies of insurance or self-insurance, including limits, coverages, or endorsements. City reserves the right, but not the obligation, to review and reject any insurer or self-insurer providing coverage because of its poor financial condition or failure to operate legally.
6. This section shall not be construed to affect in any way the city's rights, privileges and immunities as set in applicable state law. Insurance under this section shall run continuously with the presence of the applicant's small wireless facilities in the public right-of-way and any termination or lapse of such insurance shall be a violation of this section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion require increased or decreased levels of insurance for any other object placed in the city's right-of-way by way of individual license agreements.

G. Indemnification. An applicant shall, at its sole cost and expense, indemnify, hold harmless and defend the city, its officials, boards, members, agents and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of the applicant's small wireless facilities in right-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this section, provided, however, that an applicant's obligation hereunder shall not extend to any damages caused solely by the negligence, gross negligence or wanton or willful acts of the city. This provision includes, but is not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. The city agrees to notify the applicant, in writing, within a reasonable time of city receiving notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted: (1) as denying to either party any remedy or defense available to such party under the laws of the State of Arizona; (2) as consent by the city to be sued; or (3) as a waiver of any existing city sovereign immunity.

H. Construction bond.

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1. Prior to performing any permitted work in the right-of-way, the city shall require the applicant to establish in the city's favor a construction bond in an amount equal to a minimum of one hundred (100) percent of the cost of the work being permitted exclusive of equipment cost to secure the restoration of the right-of-way and to ensure the applicant's faithful performance of the construction or other work in the right-of-way, in accordance with applicable sections of the City Code.
 2. In the event an applicant fails to complete the work in accordance with the provisions of the permit and this section, or fails to complete all restoration work in the right-of-way as required in subsection C above, including but not limited to repair or replacement of damaged landscaping, structures, hardscape, underground utility facilities, structures or equipment, or any other item or feature disturbed by the permitted work, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the applicant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.
 3. No less than twelve (12) months after completion of the construction and satisfaction of all obligations in accordance with the bond, the applicant may request the director to remove the requirement to continue the construction bond and the city shall release the bond within ten (10) days. Notwithstanding, the city shall require a new bond for any subsequent work performed in the right-of-way.
 4. The construction bond shall be issued by a surety having a minimum rating of A-1 in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the city attorney; and shall provide that:
"Unless released by the city, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."
 5. The rights reserved by the city with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the city may have under this section, or at law or equity, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the city may have.

I. Decommission Bond.

1. Prior to performing any permitted work in the right-of-way, the city shall require the applicant to establish in the city's favor a decommission bond in an amount equal to a minimum of one hundred (100) percent of the estimated cost of the work necessary to remove the equipment and secure restoration of the right-of-way following the applicant's discontinuance of use of the permitted wireless facility, and to ensure the applicant's faithful performance of its obligation to restore the right-of-way, in accordance with applicable sections of the City Code.
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2. In the event an applicant fails to complete all restoration work in the right-of-way as required in subsection C above following discontinuance of use of a permitted wireless facility, including but not limited to repair or replacement of damaged landscaping, structures, hardscape, underground utility facilities, structures or equipment, or any other item or feature disturbed by the permitted work, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the applicant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.
 3. No less than twelve (12) months after completion of the restoration work in the right of way and satisfaction of all obligations in accordance with the bond, the applicant may request the director to remove the requirement to continue the decommission bond and the city shall release the bond within ten (10) days.
 4. The decommission bond shall be issued by a surety having a minimum rating of A-1 in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the city attorney; and shall provide that:
"Unless released by the city, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

J. Enforcement remedies.

1. In addition to any other remedies available at law or equity or as provided in this chapter, the city may apply any one or combination of the following remedies in the event an applicant violates this chapter, or applicable local law or order related to the right-of-way:
 - (i) Failure to comply with the provisions of the chapter or other law applicable to occupants of the right-of-way, may result in imposition of penalties to be paid by the applicant the city in an amount of not less than five hundred dollars (\$500.00) each day or part thereof that the violation continues. Each unauthorized small wireless facility or use is a separate offense.
 - (ii) Failure of an approved small wireless facility pursuant to this section to be installed and operational within 180 days after application approval shall constitute a failure to comply with the provisions of this chapter and shall result in the revocation of permit granted herein.
 - (iii) In addition to or instead of any other remedy, the city may seek legal or equitable relief from any court of competent jurisdiction.
 2. Before imposing a fine pursuant to paragraph (1)(i) of this subsection J, the city shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the applicant shall have thirty (30) days to either: (a) cure the violation to the city's satisfaction and the city shall make good faith reasonable efforts to assist in resolving the violation; or (b) file an
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appeal with the city to contest the alleged violation. If no appeal is filed and if the violation is not cured within the thirty-day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.

3. In determining which remedy or remedies are appropriate, the city shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest.
4. Failure of the city to enforce any requirements of this [section](#) shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.
5. Jurisdiction of all proceedings to enforce the provisions of this section relating to civil sanctions shall be in the municipal court of the City of Sedona. Civil actions to enforce this section may be adjudicated by a judge or a court hearing officer.

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD THE TERMS OF PROPOSED
AMENDMENTS TO THE SEDONA CITY CODE, CHAPTER 12.**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the terms set forth in that document attached hereto as Exhibit A and incorporated herein by this reference, entitled "2021 Amendments to the Sedona City Code, Chapter 12" constitute a public record to be incorporated by reference into Ordinance No. 2021-__.

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 by the Mayor and Council of the City of Sedona, Arizona this 10th Day of August, 2021.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

EXHIBIT A
2021 Amendments to the Sedona City Code, Chapter 12

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE SEDONA CITY CODE, CHAPTER 12.05, BY ADDING SECTION 12.05.150 (SMALL WIRELESS FACILITY) AND MAKING OTHER MISCELLANEOUS REVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, it is the intention of the City Council to amend the Sedona City Code to conform with state legislation regarding placement of small wireless facilities in City of Sedona rights-of-way, and to make other miscellaneous revisions as necessary

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Amendment to the Sedona City Code, Chapter 12.05 (Rights-of-Way)

The Sedona City Code is hereby amended by adopting and incorporating by reference those changes set forth in that public record entitled "2021 Amendments to the Sedona City Code, Chapter 12" and established as a public record by Resolution No. 2021-__.

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 remaining portions thereof.

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 10th day of August, 2021.

Sandra J. Moriarty, Mayor

ATTEST:

APPROVED AS TO FORM:

Susan L. Irvine, CMC, City Clerk

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2571
August 10, 2021
Regular Business**

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

Department	City Manager
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	March 24, 2020, April 14, 2020, April 28, 2020, May 12, 2020, May 26, 2020, June 9, 2020, June 23, 2020, July 14, 2020, July 28, 2020, August 11, 2020, September 8, 2020, September 22, 2020, October 13, 2020, October 27, 2020, November 10, 2020, November 24, 2020, December 9, 2020, January 12, 2021, January 26, 2021, February 9, 2021, February 23, 2021, March 9, 2021, March 23, 2021, April 13, 2021, April 27, 2021, May 11, 2021, May 25, 2021, June 8, 2021, June 22, 2021, July 13, 2021, July 27, 2021
Exhibits	None

City Attorney Approval	Reviewed 8/2/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	For discussion and possible direction only.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

The City continues regular communication with state and county health departments, hospitals, other healthcare providers, emergency responders, emergency managers, and policy experts.

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

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

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.