

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, NOVEMBER 23, 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. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

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@sedonaz.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@sedonaz.gov) AND WILL BE MADE PART OF THE OFFICIAL MEETING RECORD.** THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

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

2. CITY'S VISION

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - November 9, 2021 City Council Regular Meeting.
- Approval of Proclamation, Verde River Week, November 28 - December 4, 2021.
- AB 2720 Approval of award of a construction contract for the Police Station Remodel Project with Hope Construction, Inc. in an amount not to exceed \$1,990,000.
- AB 2744 Approval of a recommendation regarding an application for a Series 7 Beer and Wine Bar Liquor License for Sedona Real Inn & Suites located at 95 Arroyo Pinon Drive, Sedona, AZ (File #161504).

4. APPOINTMENTS - None.

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

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- Presentation of Proclamation, Verde River Week, November 28 - December 4, 2021.

8. REGULAR BUSINESS



- AB 2738 **Public hearing/discussion/possible action** regarding an appeal of the Planning and Zoning Commission's September 21, 2021 approval, with conditions, of a conditional use permit for the Running River School located at 580 Brewer Road (Christ Center Wesleyan Church). PZ21-00012 (CUP), APPE21-00001.
- AB 2749 **Public hearing/discussion/possible action** regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule.
- AB 2748 **Discussion/possible action** regarding the approval of a five-year service agreement with MV Transportation Inc. for the provision of Trailhead Shuttle & Microtransit services.

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 2752 **Discussion/possible action** regarding approval of a contract with Housing Solutions of Northern Arizona (HSNA) to provide homeownership education and counseling and administer down-payment assistance programs in the amount of \$60,000 annually. 
- e. AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response. 
- f. **Reports/discussion** regarding Council assignments.
- g. **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: 11/18/2021

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, November 9, 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, Arts & Culture Coordinator Nancy Lattanzi, Communications Manager Lauren Browne, Public Relations Coordinator Ron Eland, Deputy Chief of Police Stephanie Foley, Senior Code Enforcement Officer Brian Armstrong, City Clerk Susan Irvine.

2. City's Vision/Moment of Art

The City's Vision was read by Councilor Thompson.

Nancy Lattanzi introduced Lynnda Pollio author of "*Trusting the Currents*". Ms. Pollio discussed the inspiration for her book and read an excerpt from it.

3. Consent Items

- a. **Minutes - October 26, 2021 City Council Special Meeting - Executive Session.**
- b. **Minutes - October 26, 2021 City Council Regular Meeting.**
- c. **Minutes - October 27, 2021 City Council Special Meeting.**
- d. **Approval of Proclamation, Small Business Saturday, November 27, 2021.**
- e. **AB 2745 Approval of Award of a Construction Contract for the SR179 Sewer Main Upsize – Phase II project to Standard Construction Company, Inc. in an amount not-to-exceed \$873,336.**
- f. **AB 2746 Approval of a Resolution authorizing entering into the One Arizona Distribution of Opioid Settlement Funds Agreement between the City of Sedona and State of Arizona and its participating counties, cities, and towns establishing the distribution framework for opioid settlement funds throughout the state and two subsequent settlement agreements with opioid distributors and manufacturers.**

Motion: Councilor Williamson moved to approve consent items 3a, 3b, 3c, 3d, 3e, and 3f. 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

- a. **AB 2739 Discussion/possible action regarding the reappointment of Planning & Zoning Commissioners.**

Motion: Councilor Kinsella moved to reappoint George Braam, Peter Furman, and Charlotte Hosseini to seats on the Planning & Zoning Commission with terms beginning immediately and ending October 31, 2024 or until a successor is appointed, whichever is later. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

Planning & Zoning Commission Chairperson Kathy Levin thanked the commissioners for their willingness to serve another term.

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

Vice Mayor Jablow advised that the Trunk or Treat Event for Halloween was well attended, and he heard many requests that this be continued in future years as it is more convenient for attendees. The annual City holiday decorations will be on display the week of Thanksgiving through January 2nd. All of the favorite photo ops will be available including the walkthrough ornament and the snowman and gingerbread man selfie stations. There are many more events and programs which can be found on the City's website under Parks & Recreation. Vice Mayor Jablow advised that Council has been invited to tour the new Skilled Trade Center at Yavapai College in Clarkdale which is for education in construction trades. Councilor Ploog stated that there will be a Veteran's Day ceremony on November 11th at the Sedona Heritage Museum beginning at 11:00 a.m. Juliana Walters was introduced as the new reporter for the Sedona Red Rock News.

6. Public Forum – None.

7. Proclamations, Recognitions, and Awards

a. Presentation of certificates to Citizen's Academy graduates.

Mayor Moriarty and Lauren Browne read the names of the Citizen's Academy graduates and presented certificates to those in attendance. Graduates were as follows, and those with perfect attendance are listed in bold: **Mike Berlly**, Beth Caparelli, Peggy Chaikin, Jim Draves, Nancy Friedman, Brian Fultz, Linda Goldsmith, **Jean Griesenbeck**, Mary Ellen Hadley, Tonie Hansen, **Alex von Lockner**, Heather Mitten, Shannon Murray, Jessica Nelson, Joanie Neri, Robert Neri, Christopher Turner, and **Sarah Wiehl**.

8. Regular Business

a. AB 2743 Discussion/possible direction regarding Arizona League of Cities and Towns legislative activity including proposed short-term rental regulations and direction for the City's legislative advocate.

Presentation by Kurt Christianson, and League of Arizona Cities and Towns Executive Director Tom Belshe.

Joanne Keene introduced Paul Senseman and Todd Baughman from Policy Development Group (PDG), the firm retained as the legislative advocate. Further presentation by Paul Senseman.

Questions and comments from Council.

By majority consensus, Council agreed that bifurcation was a critical component to keep in any proposed legislation, along with identifying a strong champion to move the legislation forward.

Break at 6:37 p.m. Reconvened at 6:58 p.m.

Item 8c was taken prior to item 8b due to staff considerations.

- c. **AB 2742 Discussion/possible action regarding a Resolution and Ordinance amending the Sedona City Code Title 8 (Health and Safety) by repealing Chapter 8.25 (Sound Regulations – Sound Control) and replacing it with Chapter 8.25 (Noise Regulations).**

Presentation by Kurt Christianson, Stephanie Foley, Brian Armstrong, and Karen Osburn.

Questions and comments from Council.

Motion: Councilor Thompson moved to approve Resolution No. 2021-28, establishing as a public record the proposed amendment to Sedona City Code Chapter 8.25 entitled “2021 Amendments to Sedona City Code Chapter 8.25 (Noise Regulations).” Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

Motion: After first reading, Councilor Thompson moved to adopt Ordinance No. 2021-08, an ordinance of the City of Sedona, Arizona repealing and replacing the Sedona City Code Chapter 8.25; providing for a savings clause; and providing for repeal of any conflicting ordinances. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

- b. **AB 2747 Public hearing/discussion/possible action regarding a Resolution and Ordinance amending the City Tax Code Article IV to permanently increase the City Transaction Privilege Tax from 3% to 3.5% by removing the previous 10-year (2018-2028) sunset from the .5% tax increase. The one-half percent (0.5%) permanent increase will be dedicated to transportation purposes, including the implementation of a transit system in Sedona.**

Presentation by Karen Osburn and Kurt Christianson.

Questions and comments from Council.

Opened the public hearing at 8:01 p.m.

No comments were received.

Closed the public hearing and brought back to Council at 8:01 p.m.

Further questions and comments from Council.

Motion: Councilor Williamson moved to approve Resolution No. 2021-29, creating a public record for the terms of proposed amendments to City Tax Code Article IV (privilege taxes). Seconded by Councilor Ploog. Vote: Motion carried with six (6) in favor (Moriarty, Jablow, Kinsella, Ploog, Thompson, Williamson) and one (1) opposed (Lamkin).

Motion: After first reading, Councilor Williamson moved to approve Ordinance No. 2021-09, amending the City Tax Code Article IV to permanently increase the City Transaction Privilege Tax from 3% to 3.5% by removing the previous 10-year (2018-2028) sunset from the .5% tax increase. The one-half percent (0.5%) permanent

increase on March 1, 2028, will be dedicated to transportation purposes, including the implementation and maintenance of a transit system serving Sedona. Seconded by Councilor Thompson. Vote: Motion carried with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and one (1) opposed (Lamkin).

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

No presentation was given.

e. Reports/discussion regarding Council assignments

Councilor Kinsella advised that the PSPRS met twice recently to review model procedures, and she shared a letter with their comments and concerns. Councilor Thompson stated that the quarterly meeting of NACOG took place and concerns relating to the infrastructure legislation were discussed including mandatory vaccinations, services to aging population, Head Start, and staffing concerns. Vice Mayor Jablow advised that the airport is looking to extend their runway past the edge of the mesa and will be looking to the Forest Service for land acquisition. Councilor Ploog stated that Verde Valley Caregivers has more demands and needs than volunteers, and they may have to prioritize transportation to medical services over shopping trips. They are looking for volunteers to take someone on a shopping trip or to buy groceries and deliver them.

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

Vice Mayor Jablow requested an agenda item for a UTV discussion with Yavapai County Supervisor Donna Michaels, and Councilor Thompson supported this request. Councilor Lamkin requested an agenda item for an additional ½ cent transportation privilege tax exclusively for transit, and Councilor Thompson supported this request.

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 8:13 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 9, 2021.

Susan L. Irvine, CMC, City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	
Contact Phone Number	
Contact Mailing Address	
Contact Email Address	
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	
Website Address (if applicable)	
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<p style="text-align: center;">Presentation at Meeting</p> <p style="text-align: center;">Pick up Proclamation</p>
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	

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

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

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

Office of the Mayor



**Proclamation
Verde River Week
November 28 - December 4, 2021**

WHEREAS, ten years ago, on December 27, 2011, Friends of Verde River Greenway was formed to preserve, enhance, and promote the scenic, natural, historic, cultural, and recreational resources of the Verde River Greenway corridor, and in 2017 Friends of the Verde River was born out of the merger of Friends of Verde River Greenway, Verde River Valley Nature Organization, and Verde River Basin Partnership; and

WHEREAS, the mission and vision of Friends of the Verde River is to work collaboratively for a healthy, flowing Verde River system that supports our natural environment, vibrant communities, and quality of life for future generations by working proactively to restore habitat, sustain river flows, and build supportive communities; and

WHEREAS, the watershed of the Verde River encompasses 6,600 square miles and includes Sycamore Creek, Oak Creek, West Fork, Dry Creek, Spring Creek, and other tributaries that contribute to the over 580 miles of streams and creeks in the watershed; and

WHEREAS, to date, the Friends of the Verde River has restored 10,357 acres of riverside forest to native vegetation, employing over 200 Conservation Corps youth and military veterans in doing so, mobilizes countless volunteers in order to sustain flows of the Verde River, protects and enhances riparian habitat and promotes and educates both residents and tourists about the importance of the Verde River and its watershed, and hosts festivals such as the Verde Valley Birding & Nature Festival which contribute significantly to the regional economy, and

WHEREAS, Sedona resident Margaret "Peggy" Chaikin deserves special recognition as a founder of Friends of the Verde River as she has worked tirelessly for more than a decade to preserve and restore the Verde River and its tributary streams.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, hereby proclaim that the week of November 28 through December 4, 2021 is designated as Verde River Week in honor of this history of Friends of the Verde River and its contributions to our community and to the region.

Issued this 23rd day of November, 2021.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2720
November 23, 2021
Consent Items**

Agenda Item: 3c
Proposed Action & Subject: Approval of award of a construction contract for the Police Station Remodel Project with Hope Construction, Inc. in an amount not to exceed \$1,990,000.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	November 26, 2019
Exhibits	A. Construction Contract B. Site Map

City Attorney Approval	Reviewed 11/16/2021 KWC	Expenditure Required	
		\$	1,990,000 (approx. ½ in FY2022 and ½ in FY2023)
City Manager's Recommendation	Approve award of a construction contract for the Police Station Remodel Project with Hope Construction, Inc., in an amount not to exceed \$1,990,000.	Amount Budgeted	
		\$	1,045,000 (FY2022 budget)
		Account No. (Description)	22-5510-89-6823 47-5510-89-6823
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting City Council approval of a construction contract in an amount not to exceed \$1,990,000 for the Police Department Station Remodel Project with Hope Construction, Inc. This construction contract will improve the existing Sedona Police Station and will consist of 2 phases. Phase 1 of the construction will address the needs of the Police Department by creating:

- 1,830 square foot addition to house men's, women's, and ADA compliant locker rooms.
- Reconfigured breakroom.
- Upgrades to existing meeting room.
- Addition of new conference room.
- Creation of a new secured interrogation/interview room.
- Upgrades to existing ADA public restroom for full compliance.
- Two reconfigured Sergeant offices.

- Reconfigured Lieutenant office.
- Skylights throughout Phase 1 area.

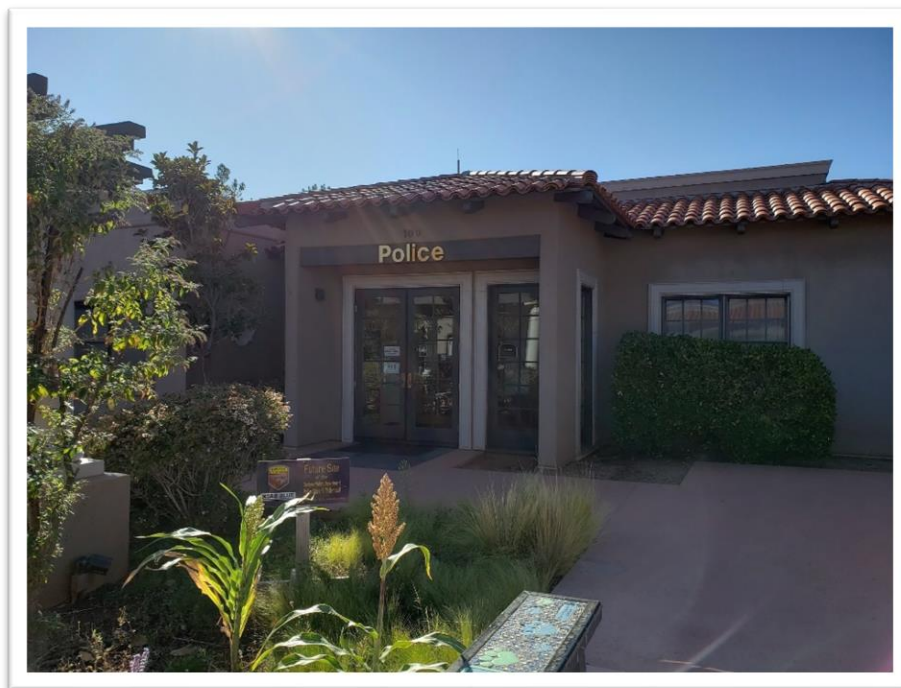
Phase 2 of construction will address the needs of the Police Department by creating:

- New report writing office.
- New Detectives office.
- New volunteer's office.
- New quiet room.
- Additional storage closet.
- Skylights throughout phase 2 area.
- New Sergeant office.

The improvements made to the Police Station will allow for a more functional, sustainable, and secure environment that will enable the Police Department to grow according to community needs.

Background: The Sedona Police Station is located at 102 Roadrunner Drive. The City Hall plaza was originally a standard office complex and was not designed to accommodate a future Police Station. The Police Department has made the retrofit space work, despite lacking several key amenities. The current Sedona Police Station is approximately 5,900 square feet and the garage is approximately 8,700 square feet.

Over the years there have been many alterations, additions, and improvements to the Police Station facility. Improvements include the underground garage, ADA holding cells, ramp, armory, gym, K9 area, and reconfiguration of office and meeting spaces.



Schedule:

Construction will begin after award of the contract. The construction schedule is as follows:

- Construction start December 2021
- Phase 1 completion mid-July 2022
- Phase 2 completion early to mid-October 2022.

Procurement Method:

First bids for this project were opened on August 26, 2021. The bid results are below:

BIDDER (OFFICE) LOCATION	BID AMOUNT
ARCHITECT ESTIMATE	\$1,483,745.32
WOODRUFF/BWC CONSTRUCTION (FLAGSTAFF, AZ)	\$2,053,226.58
LOVEN CONTRACTING (FLAGSTAFF, AZ)	\$2,409,870.02

All bids opened on August 26, 2021 were rejected due to being well over project budget. As a result of the bids being rejected, the project was re-bid and bids were opened on October 18, 2021. The bid results are below:

BIDDER (OFFICE) LOCATION	BID AMOUNT
ARCHITECT ESTIMATE	\$1,483,745.32
HOPE CONSTRUCTION (FLAGSTAFF, AZ)	\$1,990,000.00
WOODRUFF/BWC CONSTRUCTION (FLAGSTAFF, AZ)	\$2,138,043.36

City Staff is recommending approval of award of the construction contract to Hope Construction in the amount of \$1,990,000.00 as the lowest responsive and responsible bidder.

Budget:

The amount budgeted for the construction of the project is \$1,045,000 which is less than the low bid. This budget deficit will be covered by adding budget in FY23, approximately half of the construction would occur in FY22 and half in FY23. The City has also applied for \$900,000 in Congressional Direct Spending for this project. While Senator Kelly’s staff indicates the request is in a good position and has a good chance of being funded, there are more requests than available funding, and they cannot guarantee the request will be funded.

Community Plan Consistent: Yes - No - Not Applicable

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

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

Climate Action Plan: Materials and Consumption: Goal: “Increase the diversion of waste from the landfill and reduce GHG emissions associated with the consumption of goods and services.” By expanding and remodeling the existing Police Department, rather than building a new building, we will reduce the level of goods and services needed.

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

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

MOTION

I move to: approve award of a construction contract to Hope Construction, Inc., for the Police Station Remodel Project in an amount not to exceed \$1,990,000 subject to approval of a written contract by the City Attorney's Office.

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 **Hope Construction, Inc.**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **Police Station Remodel 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 **\$1,990,000**, 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, 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 studied carefully 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: Hope Construction, Inc.

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

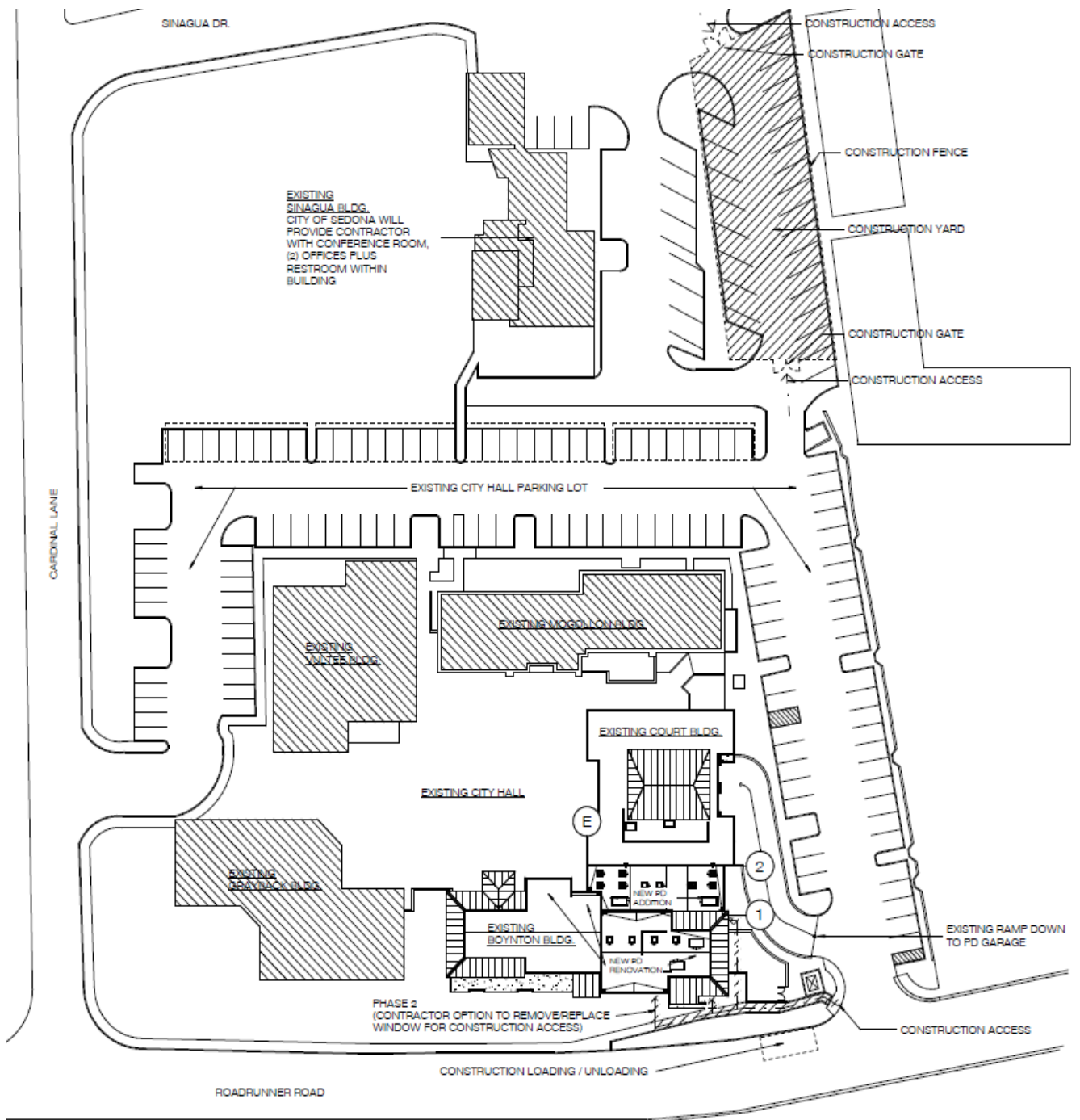
APPROVED AS TO LEGAL FORM:

BY: _____

(City Attorney)

DATE: _____

EXHIBIT B





**CITY COUNCIL
AGENDA BILL**

**AB 2744
November 23, 2021
Consent Items**

Agenda Item: 3d

Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 7 Beer and Wine Bar Liquor License for Sedona Real Inn & Suites located at 95 Arroyo Pinon Drive, Sedona, AZ (File #161504).

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 11/16/21 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	Approve a new Series 7 Beer and Wine Bar Liquor License for Sedona Real Inn & Suites located at 95 Arroyo Pinon Drive, Sedona, AZ.	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 7 Beer and Wine Bar Liquor License Sedona Real Inn & Suites located at 95 Arroyo Pinon Drive, Sedona, AZ (File #161504). The application is available for review and inspection in the City Clerk's office or by email.

A Series 7 Liquor License (Beer and Wine Bar) 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 beer and wine bar retailer to sell and serve beer and wine (no other 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. The Beer and Wine Bar (Series 7) liquor license may fill and sell "growlers".

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

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Recommend denial of a new Series 7 Beer and Wine Bar Liquor License for Sedona Real Inn & Suites located at 95 Arroyo Pinon Drive, Sedona, AZ (File #161504). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 7 Beer and Wine Bar Liquor License for Sedona Real Inn & Suites located at 95 Arroyo Pinon Drive, Sedona, AZ (File #161504).



**CITY COUNCIL
AGENDA BILL**

**AB 2738
November 23, 2021
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Public hearing/discussion/possible action regarding an appeal of the Planning and Zoning Commission's September 21, 2021 approval, with conditions, of a conditional use permit for the Running River School located at 580 Brewer Road (Christ Center Wesleyan Church). PZ21-00012 (CUP), APPE21-00001.

Department Community Development

Time to Present 25 minutes

Total Time for Item 2 hours

Other Council Meetings N/A

- Exhibits**
- A. September 21, 2021 Planning and Zoning Commission Staff Report and Attachments
 - B. Planning and Zoning Commission Minutes, September 21, 2021
 - C. Conditions of Approval, as approved by Planning and Zoning Commission, September 21, 2021
 - D. Appellant Materials
 - E. Additional Public Comment
 - F. Proposed Resolution Affirming Approval of PZ21-00012 (CUP)

City Attorney Approval	Reviewed 11/16/21 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	None	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

This is an appeal of the Planning and Zoning Commission's September 21, 2021 approval, with conditions, of a conditional use permit (CUP) for the Running River School to operate out of an existing church located at 580 Brewer Road (Christ Center Wesleyan Church), pursuant to LDC Section 8.2 (Summary Table of Review Procedures) and LDC Section 8.8.E. (Appeal).

Background:

Running River School (RRS) requested consideration and approval of a CUP to allow for the school to use an existing church building. RRS originally submitted the CUP application in July 2021. The application was amended in August 2021 in response to comments from the public, staff, and review agencies.

The school's letter of intent states that they have a student population of approximately 60 students, a full-time staff population of up to nine, and will primarily use the building Monday-Friday from 8:00 am to 5:00 pm, with occasional after hours use. The school would use the area to the north of the existing church building as an outdoor play area. A full description of the proposed use, along with a proposed site plan, is included in the applicant's Letter of Intent, which was included in the materials provided to the Planning and Zoning Commission (Exhibit A).

A public hearing for the requested CUP was held by the Planning and Zoning Commission on September 21, 2021. Packet materials (Exhibit A) and minutes from that meeting (Exhibit B) are attached to this agenda bill. After presentations from Staff and the applicant, questions from the Commission, public input, and further discussion, the Commission voted to conditionally approve the CUP. The conditions, as approved by the Planning and Zoning Commission are included at Exhibit C. In addition to the conditions recommended by Staff, the Commission added conditions 6 and 7. Condition 6 sets an expiration date for the CUP of July 31, 2025, and Condition 7 further defines the permitted after hours use of the property.

Subsequent to the approval, on October 5, 2021, an appeal of the Commission's decision regarding the CUP was filed by Eileen A. Grant and Eileen Grant, Jr., pursuant to [LDC Section 8.2 \(Summary Table of Review Procedures\)](#) and [LDC Section 8.8.E \(Appeal\)](#). The documents submitted by the appellant in support of the appeal are attached (Exhibit D).

Public comments received prior to preparation and distribution of the Planning and Zoning Commission's hearing are included in the Commission's packet (Exhibit A). Additional public comments that have been received are included as Exhibit E.

All information related to this application can be reviewed at the project page on the City's website at the following link:

<https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/running-river-school>

Conditional Use Permit

The property is zoned RS-10 (Single Family Residential). [LDC Section 3.2.E, Table 3.1 \(Table of Allowed Uses\)](#), lists "School, Public or Private" as a conditionally permitted use in the RS-10 zone, subject to the use specific standards contained in [LDC Section 3.3.B\(2\)](#). Review of Conditional Use Permits is governed by the Land Development Code, specifically [LDC Section 8.3 \(Common Review Procedures\)](#) and [LDC Section 8.4.D \(Conditional Use Permit\)](#). Staff's evaluation of the proposed school for compliance with LDC requirements, including use specific standards and the required findings for a CUP, is contained within the staff report provided to the Planning and Zoning Commission (Exhibit A).

Appeal

The appeal letter and associated documents submitted by the appellant identify several areas of concern with regard to the Commission's approval, with conditions, of the CUP. The appellant's concerns are outlined in the appeal letter and supporting documents included as Exhibit D. Staff believes the concerns can be summarized into the following areas.

- **Concern that the proposed use will not minimize impacts on surrounding property owners ([Finding E, LDC Section 8.3.E\(5\)](#))**

Staff Response: While the appellant has stated that this use will have a negative impact on her property, other property owners in the area support the use. The school is proposing to use an existing church building and the majority of their use will be inside the building. The school has identified the area to the north of the church building (furthest away from the appellant's house) as the area to be used for their outdoor play area. Other schools located in residential areas have not generated a high volume of complaints from neighboring property owners, and Staff does not anticipate that the proposed use of this property for a school in the manner described in the letter of intent will have a detrimental impact on the surrounding properties. However, Condition 2 (Exhibit C) allows the City to require the school to address any unforeseen problems or nuisances that arise due to the operation of the school.

- **Concern that the proposed use will not minimize adverse environmental impacts ([Finding G, LDC Section 8.3.E\(5\)](#))**

Staff Response: This finding requires that development be designed to minimize negative environmental impacts, including impacts on water, air, noise, stormwater management, wildlife habitat, soils, and native vegetation. As the school is proposing to use an existing church facility, with no new construction proposed, no negative environmental impacts are anticipated due to the proposed use.

- **Concern that the proposed use does not provide adequate road systems and traffic mitigation ([Finding J, LDC Section 8.3.E\(5\)](#))**

Staff Response: The City's Public Works Department and Engineering Staff have reviewed the application along with anticipated traffic volumes and determined no further studies or mitigation measure are necessary. Condition 4 (Exhibit C) allows the City to require mitigation measures (such as carpooling) if traffic impacts the neighborhood beyond the anticipated levels.

- **Concern with previous attempts to use the subject property for a school.**

Staff Response: The appellant has provided a significant amount of information related to CUPs for schools on this property in 1998 and 1999, along with appeals that were filed for those CUPs and code enforcement complaints. While information from those CUPs was provided to the Planning and Zoning Commission as part of the property history, the outcome of those CUPs was not used in evaluating the current application. The current application was evaluated based on how Running River School is proposing to operate, the current use specific standards for schools, and the current required findings for a CUP.

Planning and Zoning Appeals Hearing Procedure

Pursuant to City Council Rules of Procedure and Policies, Rule 3.Q.4, the following hearing procedures will be followed during the appeal:

1. Appealing party time to present their position and respond to questions from Council (10 minutes).
2. Party defending the P&Z Commission decision time to present their position and respond to questions from Council (10 minutes).
3. Public Comment.
4. Appealing party time for rebuttal (5 minutes).
5. Defending party time for rebuttal (5 minutes).

6. Council deliberation and decision on the appeal.

Community Plan Consistent: Yes - No - Not Applicable

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

Board/Commission Recommendation: Applicable - Not Applicable

On September 21, 2021, the Planning and Zoning Commission held a public hearing for the proposed project. At that hearing, the Commission heard presentations from staff and the applicant, asked questions of staff and the applicant, heard public testimony, discussed the application further, and approved the CUP application, with conditions, in a 6-1 vote. Vice Chair Hosseini was the dissenting vote, stating that her vote was not regarding the granting of the CUP, but only had to do with the timeframe for the permit (approved by the Commission to expire in July 2025), which she felt was overly generous and unnecessary.

The materials provided to the commission (Exhibit A), minutes (Exhibit B), and conditions as approved by the Commission (Exhibit C) are all included with this agenda bill for review.

Alternative(s):

The City Council can choose to affirm, reverse, or amend the CUP application. ([LDC Section 8.8.E\(3\)d](#))

MOTION

Please note that the following motions are offered as samples only and that the Council may make other motions as appropriate.

Affirmation of CUP approval/Denial of Appeal

I move to: adopt Resolution 2021-___, denying the appeal (case number APPE21-00001), thereby affirming Planning and Zoning Commission's approval, with conditions, of case number PZ21-00012 (CUP), Running River School, at 580 Brewer Road, based on compliance with all ordinance requirements and satisfaction of the Conditional Use Permit findings and applicable Land Development Code requirements and the conditions as amended by the Planning and Zoning Commission.

Reversal of CUP approval/Approval of Appeal

I move to: approve appeal case number APPE21-00001 (appeal), thereby reversing Planning and Zoning Commission's approval, with conditions, of case number PZ21-00012 (CUP), Running River School, at 580 Brewer Road, based on the following findings (specify findings)

Amendment of CUP

I move to: adopt Resolution 2021-___, denying the appeal (case number APPE21-00001), amending Planning and Zoning Commission's approval, with conditions, of case number PZ21-00012 (CUP), Running River School, at 580 Brewer Road, based on compliance with all ordinance requirements and satisfaction of the Conditional Use Permit findings and applicable Land Development Code requirements and the conditions as amended by the Planning and Zoning Commission, and subject to the following additional conditions (specify amendments)

AGENDA

City of Sedona Planning and Zoning Commission Meeting

4:30 PM

Tuesday, September 21, 2021

NOTICE:

Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Planning and Zoning Commission and to the general public that the Planning and Zoning Commission will hold a public hearing open to the public on Tuesday, September 21, 2021, at 4:30 pm in the City Hall Council Chambers.

NOTES:

- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least 24 hours in advance.
- Planning & Zoning Commission 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 Planning and Zoning Commission on a particular subject scheduled on the agenda.
- Please note that this is not a question/answer session.

PROCEDURES:

- It is strongly encouraged that public input on the agenda items be submitted by sending an e-mail to cmeyer@SedonaAZ.gov in advance of the 4:30 Call to Order.
- Fill out a "Comment Card" and deliver it to the Recording Secretary.
- When recognized, use the podium/microphone.
- State your Name and City of Residence
- Limit comments to 3 MINUTES.
- Submit written comments to the Recording Secretary.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL
2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF
3. APPROVAL OF THE FOLLOWING MINUTES:
 - a. September 7, 2021 (R)
 - b. September 7, 2021 (SV)
4. PUBLIC FORUM: *(This is the time for the public to comment on matters not listed on the agenda. The Commission 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.)*
5. CONSIDERATION OF THE FOLLOWING ITEMS THROUGH PUBLIC HEARING PROCEDURES :
 - a. Discussion/possible action regarding a request for a Conditional Use Permit to operate a school (Running River School) in an existing church building (Christ Center Wesleyan Church) at 580 Brewer Road. The property is zoned Single Family Residential (RS-10), is ±1.32 acres, and is located southeast of the intersection of Brewer Road and Juniper Lane. **APN:** 401-20-026G. **Applicant:** Running River School (Lupita Pollock) **Case Number:** PZ21-00012 (CUP)
6. FUTURE MEETING DATES AND AGENDA ITEMS
 - a. Tuesday, October 5, 2021
 - b. Tuesday, October 19, 2021
7. 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 Planning and Zoning Commission 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.
8. ADJOURNMENT

Physical Posting: September 16, 2021 By: DJ

Planning & Zoning Commission Meeting Agenda Packets are available on the City's website at: www.SedonaAZ.gov or in the Community Development Office, 102 Roadrunner Drive approximately one week in advance of the meeting.

Note that members of the City Council and other City Commissions and Committees may attend the Planning and Zoning Commission meeting. While this is not an official City Council meeting, because of the potential that four or more Council members may be present at one time, public notice is therefore given for this meeting and/or event.



Meeting Date: September 21, 2021
Hearing Body: Planning and Zoning Commission
Action Requested: Approval of a Conditional Use Permit
Staff Recommendation: Approval, with conditions, of a Conditional Use Permit
Location: 580 Brewer Road (Christ Center Wesleyan Church)
Parcel Number: 401-20-026G
Applicant: Running River School (Lupita Pollock)
Site Size: ± 1.32 acres
Zoning: Single Family Residential (RS-10)
Current Land Use: Religious Assembly (Christ Center Wesleyan Church)
Current SCP Designation: Single Family Medium Density

	<u>Area Zoning</u>	<u>Area Land Uses</u>
North, East, South:	RS-10	Single Family Residential
West:	NF	National Forest

Report Prepared By: Cari Meyer, Planning Manager

Project Summary:

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the operation of a school at an existing religious assembly (church) facility.

Attachments:

	Page
1. Aerial View & Vicinity Map.....	14
2. Application Packet	
a. Application Packet.....	16
b. Application Addendum.....	30
c. Citizen Participation Report	36
3. Public Comments.....	49



PROJECT DESCRIPTION

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the operation of a school at an existing religious assembly (church) facility.

Use this site is permitted in accordance with the Land Development Code (LDC) requirements, specifically [Article 3 \(Use Regulations\)](#). The proposed use of the space is categorized as “School, Public or Private” which is a conditionally permitted use in the Single-Family Residential (RS-10) zoning district. As the school would use existing buildings with no new construction, only a conditional use permit is required.

BACKGROUND

Site Characteristics

- The property is located southeast of the intersection of Brewer Road and Juniper Lane ([See Attachment 1](#)).
- The property currently operates as a church facility.
- There are no floodplains that impact the site.
- The property is accessed via Brewer Road, which connects to W State Route 89A at a roundabout (controlled intersection).
- The property is not part of a recorded subdivision.

Zoning and Community Plan Designations

The property is zoned Single-Family Residential (RS-10) and designated as Single-Family Medium Density in the Community Plan. The purpose of the RS-10 zone is stated as:

...to accommodate and preserve medium-density single-family residential uses with limited community and educational uses and incidental or accessory uses... [LDC Section 2.5.A](#)

Requirement for a Conditional Use Permit

The Christ Center Wesleyan Church has existed since prior to the City’s incorporation and, based on County records, received a Conditional Use Permit in 1972 (PZ-CUP-72-014) to operate a religious institution. While the site has continued operation as a church, a school is considered a new use and requires approval of a new CUP. [LDC Section 3.2.E, Table 3.1, Table of Allowed Uses](#), lists “School, Public or Private” as a conditionally permitted in the RS-10 zone, subject to the use-specific standards in [LDC Section 3.3.B\(2\)](#).

Previous Conditional Use Permits

- CUP 1998-05: Sedona Charter School
 - Sedona Charter School was planning on purchasing property
 - Grades 1-8, 160 students
 - Additions to the building for new bathrooms and offices; Alternations to the site, such as replacing the parking area with hard surface play areas and a grass field
 - Approved by the Planning and Zoning Commission on May 19, 1998, and appealed to City Council
 - City Council denied the appeal and upheld the Commission’s approval of the CUP on June 25, 1998
 - Purchase of the property fell through, CUP was never used, expired on May 19, 1999.

- CUP 1999-02: Sedona Christian School
 - 76 students
 - No changes to buildings; Southeastern corner of parking lot to be used as outdoor play area
 - Denied by the Planning and Zoning Commission on May 4, 1999, and appealed to City Council
 - City Council approved the appeal, thus approving the CUP for the school on June 22, 1999
 - Certificate of Occupancy issued on September 9, 1999.
 - City records do not contain additional information, the CUP was approved with a 2-year time frame. As there was not a request for an extension, the CUP expired at the end of the 2000/2001 school year.

PUBLIC INPUT

- The applicant completed a Citizen Participation Plan. A copy of the Citizen Participation Report is attached as [Attachment 2.c](#).
- Project documents submitted by the applicant were placed on the [Projects and Proposals](#) page of the Community Development Department website.
- Property owners within 300 feet of the subject properties were notified of the Public Hearing.
- The property was posted with a Notice of Public Hearing and a notice was published in the Red Rock News on September 3, 2021.
- All notices contain contact information or a way to submit comments. Written comments received by Staff are included as [Attachment 3](#).

REVIEWING AGENCY COMMENTS AND CONCERNS

All internal and external review agencies were given an opportunity to review this application. Comments were received from the following review agency:

- City of Sedona Community Development Department
- City of Sedona Public Works Department
- Sedona Fire District

All comments have been addressed by the applicant or incorporated into the recommended Conditions of Approval as provided at the end of this report.

DEVELOPMENT PROPOSAL

The applicant is applying for a CUP to allow for the operation of Running River School (RRS) at an existing church facility. RRS has grades 1-8 with a student population of approximately 60 and a full-time staff population of nine. The school would operate Monday – Friday from 8:00 am to 5:00 pm with occasional after hours use.

A detailed description of the proposal, including a site plan of the property and floor plan, were submitted by the applicant, and are included in [Attachment 2a and 2b](#).

Access, Traffic, and Parking

- Access to the site is off Brewer Road and Juniper Lane. This use will not alter existing access.
- The proposed hours of operation will not overlap with church functions.
- Elementary and Junior High Schools require parking be provided at a rate of 2 spaces per classroom. The floor plans submitted with the application show up to 7 classrooms being used by the school, for

a parking requirement of 14 spaces. The existing church parking lot has approximately 45 parking spaces.

- The Public Works Department has reviewed the anticipated traffic generation and determined that additional analysis is not needed.

Building and Site Design

- No changes to the buildings or site are proposed. RRS is proposing to use the existing building and site in their current conditions.

REVIEW, COMMENTARY, AND ANALYSIS

The following action is requested from the Planning and Zoning Commission:

- Consideration of a request for a Conditional Use Permit

Discussion (Conditional Use Permit)

Table 3.1 of the LDC lists “School, Public or Private” as a conditionally permitted use in the RS-10 zoning district, subject to the Use-Specific Standards in [LDC Section 3.3.B\(2\)](#). These include the following:

A. Location and Access

Charter and private schools shall address the following safety and traffic concerns:

1. Proximity to a road designed to carry through traffic.

Staff Evaluation: *The location of the school is on Brewer Road, which is the main access from State Route 89A to the neighborhoods in this area. As the main access from State Route 89A, Brewer Road is designed to carry through traffic (from 89A to the neighborhoods south of the site).*

2. Ease of access to a controlled intersection on Highways 89A and 179.

Staff Evaluation: *Brewer Road connects to State Route 89A at the Brewer Road roundabout, a controlled intersection.*

3. Access roads to the school to meet minimum design standards as determined by the City Engineering Department and Sedona Fire District.

Staff Evaluation: *The City’s Engineering Department and the Sedona Fire District have reviewed this application and have not raised concerns regarding the school’s location.*

4. Proximity to existing or proposed sidewalks and bicycle pathways.

Staff Evaluation: *There are no sidewalks or bicycle pathways along Brewer Road. The school anticipates that students will be dropped off and picked up by car.*

5. Implementation of an effective carpooling program or a bus or shuttle program, if applicable.

Staff Evaluation: *The site has sufficient parking and sufficient stacking area for drop off and pick up. Though a carpooling program is not anticipated to be needed, the school is willing to consider implementing one if needed in the future.*

6. Installation of traffic calming devices, signage, and the like, as appropriate and as determined by the City Engineering Department. Criteria to address concerns for impacts on surrounding areas:
- i. Proximity of the proposed school in relation to other existing or proposed schools, public or semi-public facilities and uses, and commercial uses.
 - ii. Location on the periphery of a residential neighborhood, or as few as possible residential lots are situated adjacent to the proposed main access road.
 - iii. Location adjacent to existing USFS land, state land, or City-owned land.
 - iv. Site large enough to provide effective buffering between school buildings, parking areas and outdoor play areas and adjoining residential lots.
 - v. Reduction of potential impacts from the school by, for example, retention of existing trees and shrubs, installation of new landscape materials, construction of walls and fences, strategic building design and placement, use of changes in grade, and the like.

Staff Evaluation: *The City's Engineering Staff has reviewed this application and is not recommending installation of any traffic calming devices.*

B. Minimum Separation

A building used for educational purposes shall maintain a minimum separation of 50 feet from the setback line from any adjoining lot in a single-family residential zoning district.

Staff Evaluation: *The existing building is more than 50 feet from the property line except for the eastern corner of the building, which is 37 feet from the east property line. However, the adjacent property is a flag lot that has an approximately 18 foot wide "pole," so no setback line exists in that area. The nearest setback line would be on the next lot over, with a side setback of 7 feet. The combination of the building's setback to the property line, the flag lot, and the setback on the adjoining lot results in the building exceeding the requirement that it be 50 feet from the setback line on adjoining properties.*

C. Outdoor Bells and Speakers

Outdoor bells and speakers shall be prohibited, except for the purpose of providing information in the case of an emergency or for security reasons, and in accordance with the state and federal regulations.

Staff Evaluation: *No outdoor speakers or bells are proposed.*

D. Screening and Buffers for Outdoor Play Areas and Ball Courts

Where necessary to provide an effective buffer and screen of outdoor play areas and ball courts to adjoining residential properties as recommended by the Director and as determined and approved by the Commission, the following shall apply:

1. A solid wall or fence shall be erected in accordance with Section 5.6.E, Fences and Walls, along the rear and side property line; or
2. A solid wall or fence shall be erected in accordance with Section 5.6.E, Fences and Walls, around all outdoor play areas and ball courts; or
3. Any combination of these requirements as determined by the Director and Commission to mitigate the potential impact of outdoor play areas on adjoining residential properties; or
4. Dense landscaping may be used to satisfy the screening requirement with approval by the Director, provided the screening achieves a similar level of screening as the previous options.
5. Where feasible as determined by the Director and the Commission, playgrounds and play areas shall be located within a courtyard formed by the strategic placement of the school buildings.

6. Notwithstanding the requirements provided above, outdoor play areas and ball courts shall be located a minimum of 25 feet from a residential property line.

Staff Evaluation: *The school would use the area to the north of the existing building as an outdoor play area. The existing vegetation in this area would provide screening, but the applicant is also willing to provide additional fencing if needed.*

E. Outdoor Activities

No unsupervised outdoor play activities shall be permitted prior to 7:30 a.m. and after 6:00 p.m. in residential areas unless a temporary use permit has been issued pursuant to the requirements of Section 8.4.D, Temporary Use Permit. Supervised outdoor curricular activities shall be exempt from these time limits.

Staff Evaluation: *The applicant anticipates the outdoor play area being used twice per day for approximately 30 minutes each time. The use would occur during school hours and not prior to 7:30 am or after 6:00 pm.*

F. Accessory Residential Uses

Residential uses may be allowed as accessory uses to schools. Such accessory residential uses shall require conditional use permit approval pursuant to Section 8.4.B, Conditional Use Permit.

Staff Evaluation: *No accessory residential uses are proposed.*

In addition to the Use Specific Standards applicable to schools, this use is subject to the findings stated [in LDC Section 8.3.E\(5\)](#): Approval Criteria Applicable to all Applications. The criteria as noted in Section 8.3.E(5) are:

A. Generally

Unless otherwise specified in this Code, City review and decision-making bodies shall review all development, subdivision and rezoning applications submitted pursuant to this article for compliance with the general review criteria stated below.

Staff Evaluation: *Staff and Reviewing Agencies has evaluated the submitted application materials. As conditioned, the proposal complies with all applicable review criteria, including the Use Specific Standards outlined in LDC 3.3.B(2), as outlined above.*

B. Prior Approvals

The proposed development shall be consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.

Staff Evaluation: *This property has a prior approval to operate as a church and has operated as a church since 1972. The City does not have the documents from the original approval, but, as a school is a separate use from a church, a new CUP is required. As no construction or site improvements are proposed, no phasing plan is required or provided.*

C. Consistency with Sedona Community Plan and Other Applicable Plans

Except for proposed subdivisions, the proposed development shall be consistent with the Sedona Community Plan and any other applicable plans. The decision-making authority:

1. Shall weigh competing plan goals, policies, and strategies; and
2. May approve an application that provides a public benefit even if the development is contrary to some of the goals, policies, or strategies in the Sedona Community Plan or other applicable plans.

Staff Evaluation: *The Community Plan addresses the school issue broadly, stating that there is limited area available for schools (page 85), including a goal in the Economic Development Action Plan that the City should be working with the school district to become one of the best school districts in the state (page 95), and stating in the Community Character section that Sedona benefits from having educational opportunities for all ages (page 100). In addition, approving a CUP for a school in an existing church in a residential area is not in opposition to any goal, policy, or strategy of the Community Plan. Overall, Staff has determined that this proposal is in compliance with the Community Plan.*

The subject property is not within a Community Focus Area in need of more specific planning.

D. Compliance with This Code and Other Applicable Regulations

The proposed development shall be consistent with the purpose statements of this Code and comply with all applicable standards in this Code and all other applicable regulations, requirements and plans, unless the standard is lawfully modified or varied. Compliance with these standards is applied at the level of detail required for the subject submittal.

Staff Evaluation: *The proposal is compliant with all applicable standards of the Land Development Code, including the allowed uses for the RS-10 zoning district and the use-specific standards for schools. No waivers or variances are being requested.*

E. Minimizes Impacts on Surrounding Property Owners

The proposed development shall not cause significant adverse impacts on surrounding properties. The applicant shall make a good-faith effort to address concerns of the adjoining property owners in the immediate neighborhood as defined in the Citizen Participation Plan for the specific development project, if such a plan is required.

Staff Evaluation: *The applicant completed their required Citizen Participation Report, which is provided as [Attachment 2.c](#). Staff completed the required noticing as well and have received comments both in support and in opposition to the application. Comments received by Staff are included as [Attachment 3](#).*

Comments in opposition to the project generally brought up traffic, noise, and impacts on the neighborhood as the primary concerns. Regarding traffic, the City's Public Works Department has reviewed the anticipated traffic volumes and determined that no additional studies or mitigation is needed. Regarding noise, the school is not proposing outdoor speakers or bells and have stated that the outdoor areas are anticipated to be used twice per day for approximately 30 minutes each time. The noise generated by the school is not anticipated to exceed any allowable sound limits.

One public comment had requested that, if approved, this approval only apply to Running River School. As stated in LDC Section 8.4.B(3)g.2, a CUP runs with the land. If RRS were to vacate the property, the church could find another school to use the CUP, if the conditions could be met. However, a CUP automatically expires after two years if it is not used (LDC Section 8.4.B(3)g.1.i). Therefore, if RRS leaves the property and another school does not occupy the property within 2 years, a future school would be required to obtain a new CUP.

One of the conditions of approval requires that the use operate as described in the Letter of Intent and as required by the Land Development Code. Any proposed changes in operation determined to be substantial would require the CUP to be amended through reconsideration by the Planning and Zoning Commission at a public hearing.

F. Consistent with Intergovernmental Agreements

The proposed development shall be consistent with any adopted intergovernmental agreements and comply with the terms and conditions of any intergovernmental agreements incorporated by reference into this Code.

***Staff Evaluation:** There are no adopted intergovernmental agreements in place that are affected by the proposed CUP. This criterion does not apply to this request.*

G. Minimizes Adverse Environmental Impacts

The proposed development shall be designed to minimize negative environmental impacts and shall not cause significant adverse impacts on the natural environment. Examples of the natural environment include water, air, noise, stormwater management, wildlife habitat, soils, and native vegetation.

***Staff Evaluation:** No negative environmental impacts are anticipated as the proposed use will take place within an existing structure during times the primary church functions will not be occurring.*

H. Minimizes Adverse Fiscal Impacts

The proposed development shall not result in significant adverse fiscal impacts on the City.

***Staff Evaluation:** No adverse fiscal impacts on the City are anticipated. The proposal is in compliance with this criterion.*

I. Compliance with Utility, Service, and Improvement Standards

As applicable, the proposed development shall comply with federal, state, county, service district, City and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

***Staff Evaluation:** The application materials were provided to review agencies for an opportunity to review. As conditioned, the proposed CUP complies with all applicable regulatory authority standards included within this criterion.*

J. Provides Adequate Road Systems and Traffic Mitigation

Adequate road capacity must exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services. The proposed development shall also provide appropriate traffic improvements based on traffic impacts.

***Staff Evaluation:** No change in existing site access is proposed. The City's Public Works Department has reviewed the anticipated traffic generation and determined no further studies or mitigation measures are necessary. The proposal is in compliance with this criterion.*

K. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of

service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

Staff Evaluation: *Staff believes that adequate public service and facility capacity exists to accommodate the proposed conditional use on this site. The proposal is in compliance with this criterion.*

L. Rational Phasing Plan

If the application involves phases, each phase of the proposed development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required to comply with the project's cumulative development to date and shall not depend upon subsequent phases for those improvements.

Staff Evaluation: *As no new construction or alterations to the site are proposed, no phasing plan is required. The proposal is in compliance with this criterion.*

It is Staff's opinion that this request for CUP meets the required findings listed above. The use is consistent with the purpose of the Single Family Residential (RS-10) zoning district and no nuisances because of this proposed use are anticipated.

The applicant has not requested a time frame for the CUP. Staff is recommending that this application be approved without an expiration date. If an issue arises, staff will first work to address it through the established code enforcement process. If a resolution cannot be reached, staff may initiate proceedings to suspend and/or revoke the CUP.



Staff Recommendation

Based on compliance with all ordinance requirements and satisfaction of the Conditional Use Permit findings of the Land Development Code, staff recommends approval of case number PZ21-00012 (CUP), Running River School as subject to all applicable ordinance requirements and the attached conditions of approval.

Recommended Motion for Approval

I move for approval of case number PZ21-00012 (CUP), Running River School, in consideration of the applicable goals, objectives and recommendations described in the Sedona Community Plan, the Commission finds as follows:

1. That, pursuant to Sedona Land Development Code Section 8.4.B and Section 2.5, the proposed location of the conditional use as requested by the applicant, Running River School, is in accordance with the objectives of the Sedona Land Development Code and the Single-Family Residential (RS-10) zoning district in which the site is located and supports the overall purpose to accommodate and preserve medium-density single-family residential uses with limited community and educational uses; that the school use requested by the applicant is specifically allowed subject to a conditional use permit pursuant to LDC Section 3.2.E, Table 3.1, which allows "School, Public or Private," and, that after consideration of the potentially negative operational characteristics and impacts, the applicant's proposed use is appropriate subject to conditions of approval set forth in the "Conditions of Approval PZ21-00012 (CUP) Running River School" and the "Conditional Use Permit," which conditions will mitigate or remove such potentially negative characteristics and impacts.
2. That, pursuant to Sedona Land Development Code Section 8.3.E(5) and based on the evidence presented in the staff report and through testimony at the public hearings during which the subject application was considered by the Commission, the use requested by the applicant meets the approval criteria applicable to all development applications, including a Conditional Use Permit, in that:
 - a. The application is in compliance with the general review criteria (LDC Section 8.3.E(5)a);
 - b. There are no prior approvals with which this application must be consistent with (LDC Section 8.3.E(5)b);
 - c. The application is consistent with the Sedona Community Plan and there are no other plans applicable to the review of this application (LDC Section 8.3.E(5)c);
 - d. The application is in compliance with the Land Development Code requirements, including the use-specific standards for schools (LDC Section 8.3.E(5)d);
 - e. As conditioned, the school will not cause significant adverse impacts on surrounding properties. If adverse impacts arise due to the operation of the school, the applicant will be required to work with the City to address the impact (LDC Section 8.3.E(5)e);
 - f. There are no intergovernmental agreements applicable to this property or this project (LDC Section 8.3.E(5)f);
 - g. As the application proposes to use an existing building, adverse environmental impacts will be minimized (LDC Section 8.3.E(5)g);
 - h. The proposal will not result in significant adverse fiscal impacts to the City (LDC Section 8.3.E(5)h);
 - i. All applicable review agencies have reviewed the project and determined that the existing utilities, services, and improvements are sufficient for the proposed use (LDC Section 8.3.E(5)i);

- j. The City's Engineering Department has reviewed the anticipated traffic generation of the proposed use and determined that no additional analysis or mitigation is necessary (LDC Section 8.3.E(5)j);
- k. All applicable review agencies have reviewed the project and determined that the existing public services and facilities are sufficient for the proposed use (LDC Section 8.3.E(5)k); and
- l. No phasing plan is necessary for the proposed use (LDC Section 8.3.E(5)l).

Alternative Motion for Denial

I move for denial of case number PZ21-00012 (CUP), based on the following findings (*specify findings*).

(Please note that the above motions are offered as samples only and that the Commission may make other motions as appropriate.)

Conditions of Approval

PZ21-00012 (CUP) Running River School
As proposed by Staff



City of Sedona

Community Development Department




102 Roadrunner Drive Sedona, AZ 86336

(928) 282-1154 • www.sedonaaz.gov/cd

1. The use shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all supporting documents, as reviewed, modified, and approved by the Planning and Zoning Commission. Proposed changes in operation or activities to the approved Conditional Use Permit determined to be substantial by the Community Development Director shall require reconsideration by the Planning and Zoning Commission at a public meeting.
2. The applicant shall ensure that the use is operating in compliance with the Land Development Code requirements and applicable conditions of approval. In the event that any unforeseen problems or nuisances arise due to the operation of this use, City may require additional measures to be taken by the permit holder to correct the violation, problem, or nuisance. If a satisfactory solution is not found, City Staff may initiate proceedings to revoke the CUP.
3. Within thirty days of approval of the Conditional Use Permit, the applicant shall apply for the required Tenant Occupancy Permit, and diligently pursue issuance of the Certificate of Occupancy required for legal operation of this use.
4. If City Staff determines that traffic is impacting the neighborhood beyond anticipated levels, the applicant shall work with the City to address the impact, including, but not limited to, implementing a carpool program.
5. Within thirty days of approval of the Conditional Use Permit, the property owner of record of subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Conditional Use Permit.

Aerial View

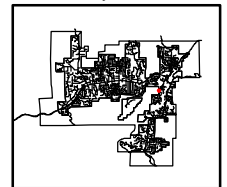
Parcel
401-20-026G
Running River
School

-  Parcel 401-20-026G
-  Parcel Boundary
-  Street Centerline



0 15 30 Feet

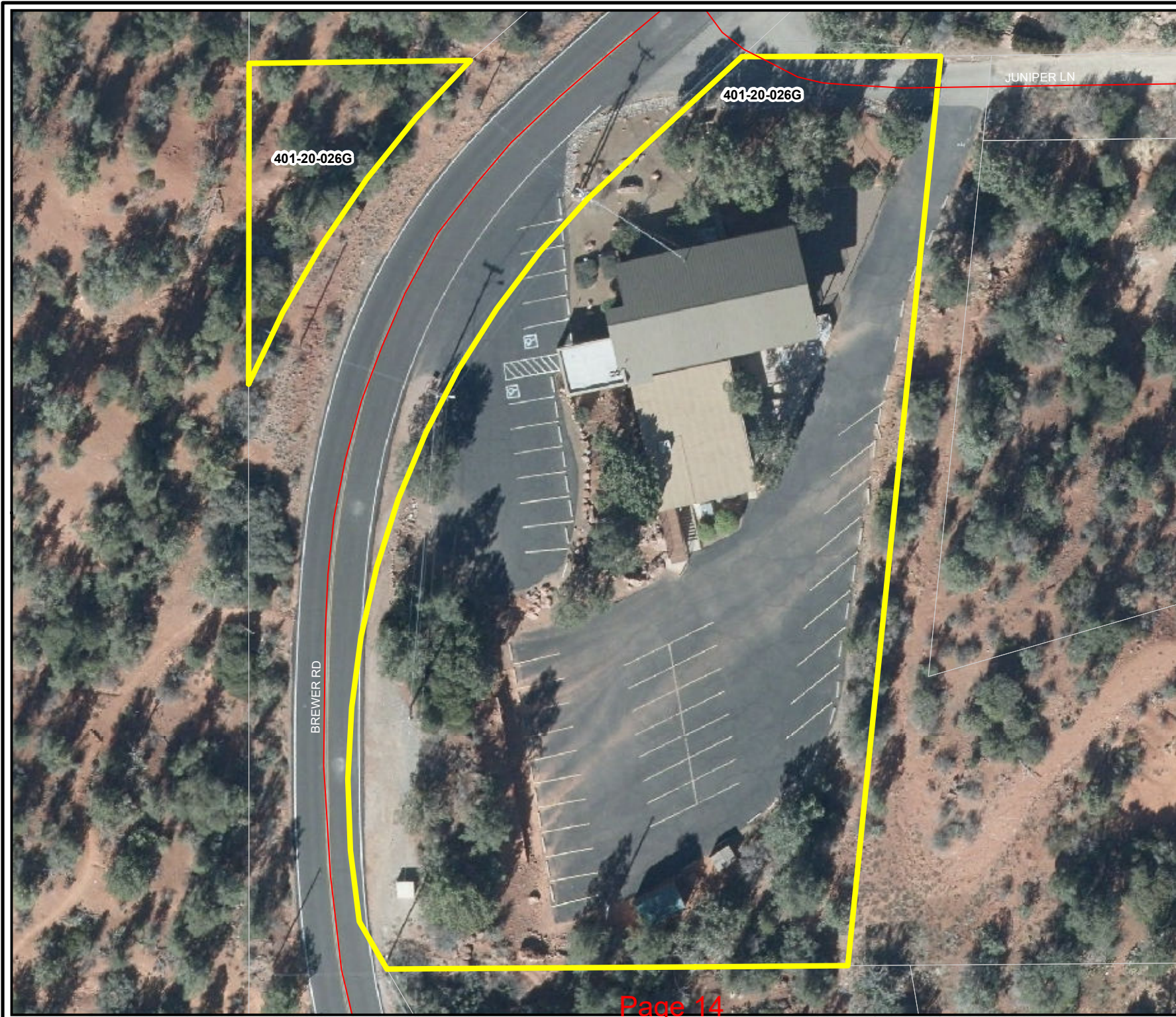
City Index



GIS, City of Sedona
07/20/2021
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This map is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible; however, no warranty of fitness is implied. The information is provided on an "as-is" basis. The City of Sedona shall have neither liability nor responsibility to any person or entity with respect to any loss or damages in connection with or arising from the information contained on this map.



Vicinity Map

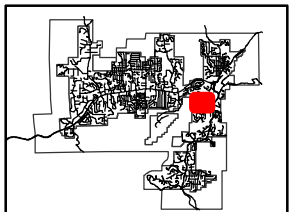
Parcel
401-20-026G
Running River
School

-  Parcel 401-20-026G
-  Zoning Boundary
-  Building Footprint
-  Parcel Boundary
-  Trail
-  Street Centerline



0 50 100 Feet

City Index

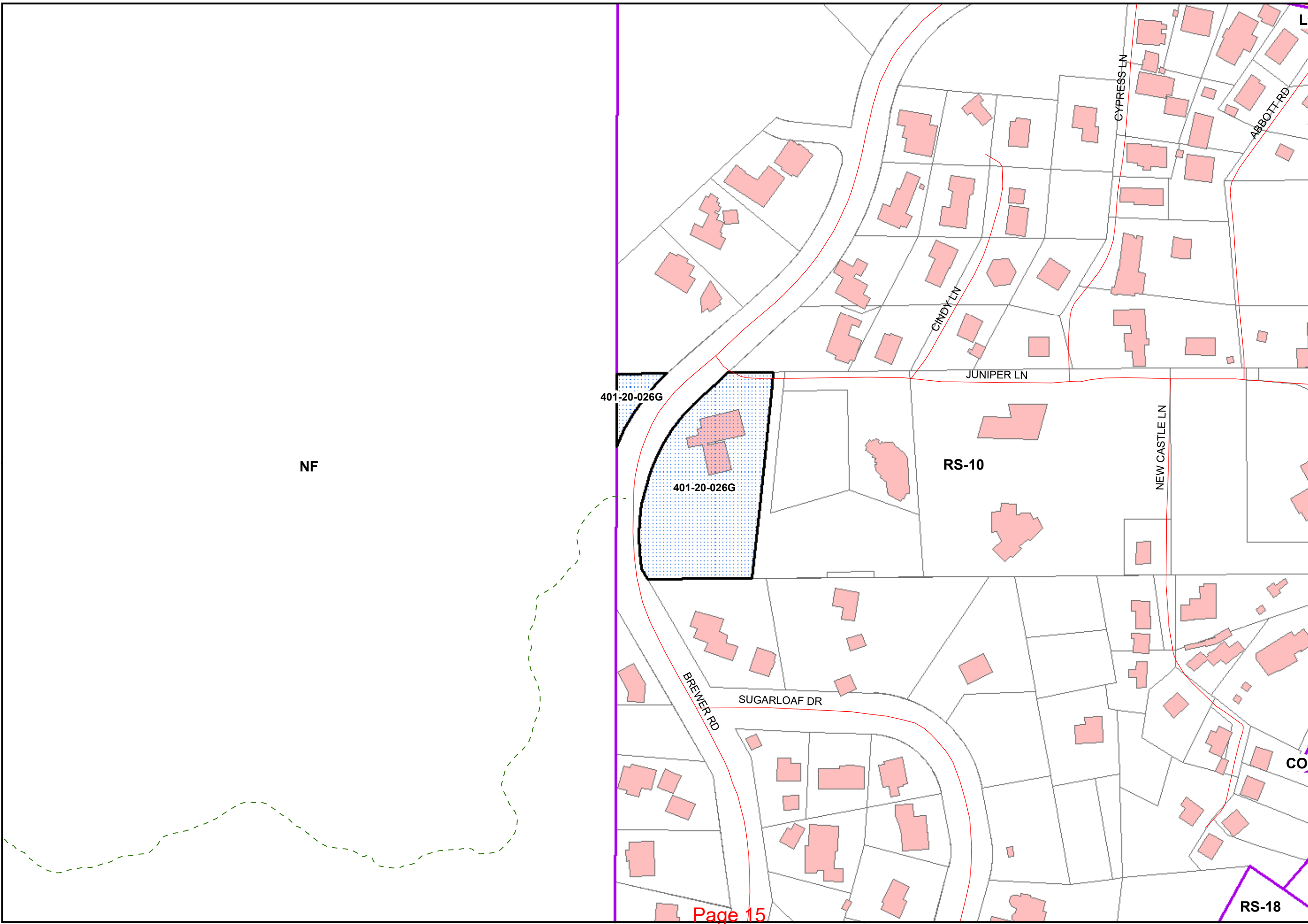


GIS, City of Sedona
07/20/2021
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runningriverschool\mxds\
401-20-026G_vicinity.mxd



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Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects



City Of Sedona

Community Development Department

102 Roadrunner Drive Sedona, AZ 86336
 (928) 282-1154 • www.sedonaaz.gov/cd

Application for (check all that apply):

- | | | | |
|---|---|--------------------------------------|---|
| <input type="checkbox"/> Conceptual Review | <input type="checkbox"/> Comprehensive Review | <input type="checkbox"/> Appeal | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Community Plan Amendment | <input type="checkbox"/> Development Review | <input type="checkbox"/> Subdivision | <input type="checkbox"/> Minor Modification |
| <input type="checkbox"/> Zone Change | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Variance | |

Project Information	Project Name			
	Project Address		Parcel No. (APN)	
	Primary Contact		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Office Use Only	<i>Application No</i>		<i>Date Received</i>	
	<i>Received by</i>		<i>Fee Paid</i>	

Project Description	
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Additional Contact Information: Please complete the following for all companies/people authorized to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	

Conditional Use Permit: Supporting Documentation

Running River School

PO Box 299

Sedona, AZ 86339

On Behalf of Christ Center Wesleyan Church

580 Brewer Rd.

Sedona, AZ 86336

Letter of Intent/Context Plan

Running River School, on behalf of Christ Center Wesleyan Church, located at 580 Brewer Rd., Coconino County is applying for a conditional use permit to house a school at this location. This location has been in operation as a church since 1974 in a residential neighborhood and has had many youth-centered programs being conducted here at various times throughout its history, including having been granted previous conditional use permits for school purposes. Running River School intends to occupy vacant indoor space at the church as well as utilize minimal outdoor space for regularly-scheduled outdoor breaks. Use will occur during regular/standard business hours (8am-5pm), Monday through Friday. There may be occasional after-hours use, however the overall and intended majority of the use will be during regular business hours and days. Projected and approximate student population of 60, full-time staff population of 7-9 will be the main users of the property.

Student drop off and pickup will increase the traffic slightly to this section of Brewer Road, *however* no more than has been previously established because of the previous school location which was also on Brewer Road. The ample parking, size of parking lot(s), and number of parking lots (two) will be fully sufficient to not have an impact on Brewer Road or the surrounding neighborhood. There will be no standing or waiting traffic caused by this change in use. Should carpooling be necessary, although we do not foresee this need, the school is willing to accommodate such a request. The property location is directly adjacent to the thoroughfare, and not set back into a neighborhood. As well, it is not far down Brewer Road, again limiting neighborhood influx.

The buildings are situated on the lot so as to provide the maximum buffer between the buildings and the neighbors. The lots in the area also tend to be larger, providing added buffer between buildings, as well as a minimal number of neighbors in close proximity. There are no schools or other public facilities nearby. Directly across Brewer Rd. is USFS land creating a permanent inability to impact neighbors in this direction, as private dwellings will never be allowed there. There exists already the minimum 50' from the setback lines of any adjoining lot. No electronic bells or speakers will be implemented at this location.

The direct neighbors and some surrounding neighbors have been polled and preliminary support for the proposed use change has already been assessed. It has been assessed as favorable to the majority of neighbors. The Citizen Participation Plan will be fully engaged through this application process, however we believe this to be of note prior to that step.

Running River School does not intend to permanently or significantly alter the property for its intended use. There is no “development” of the property being proposed. In general, the impact to the property and the surrounding area will be minimal. The minimal projected impacts are a slight increase in traffic twice a day, approximately at 8:30am and 3:10pm, and the possibility of the kind of noise associated with children’s play twice a day for 25-30 minutes. There will be no environmental impacts, no landscape changes (both to the naturally occurring landscape and the intentional landscaped environment already on the property), major noise impacts, structural changes to the buildings or the property (indoor painting and cosmetic work will be undertaken), late hour usage, home owner’s association restrictions, etc.

Please find included:

- Application
- Letter of Intent (see above)
- Context Plan (see above)
- Vicinity Map/Aerial #1
- Vicinity Map/Aerial #2: Approximate Traffic Flow Proposal
- Leased Area Floorplan
- Citizen Participation Plan
- Owner/Manager Sponsorship Letter
- Preliminary Neighborhood Support Signatures
- Previous Conditional Use Permit for Sedona Christian School (circa 2000?)

Whereas there is no additional structural/permanent development intended, items not included and unrelated permit are:

- Proposed Project Drawings
- Public art requirement
- Architectural plans Architectural Engineering



580 Brewer Rd,
Sec 01a, AZ 86336

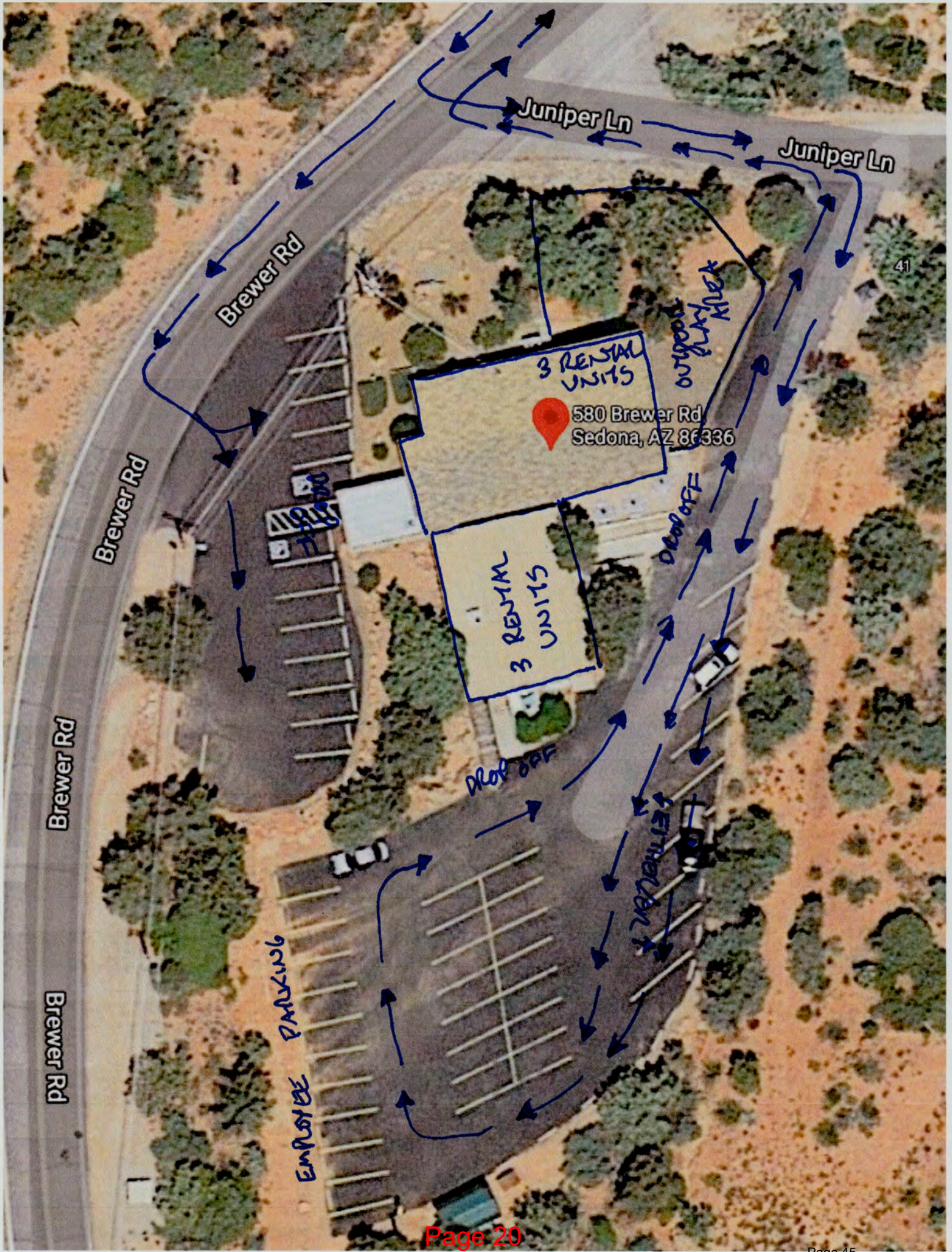
Zoned
2-1

↑ SUGARLOAF DR. ↓

USFS

USFS

USFS



Juniper Ln

Juniper Ln

Brewer Rd

Brewer Rd

Brewer Rd

Brewer Rd

3 RENTAL UNITS

580 Brewer Rd
Sedona, AZ 86336

3 RENTAL UNITS

outdoor pickup area

Drop OFF

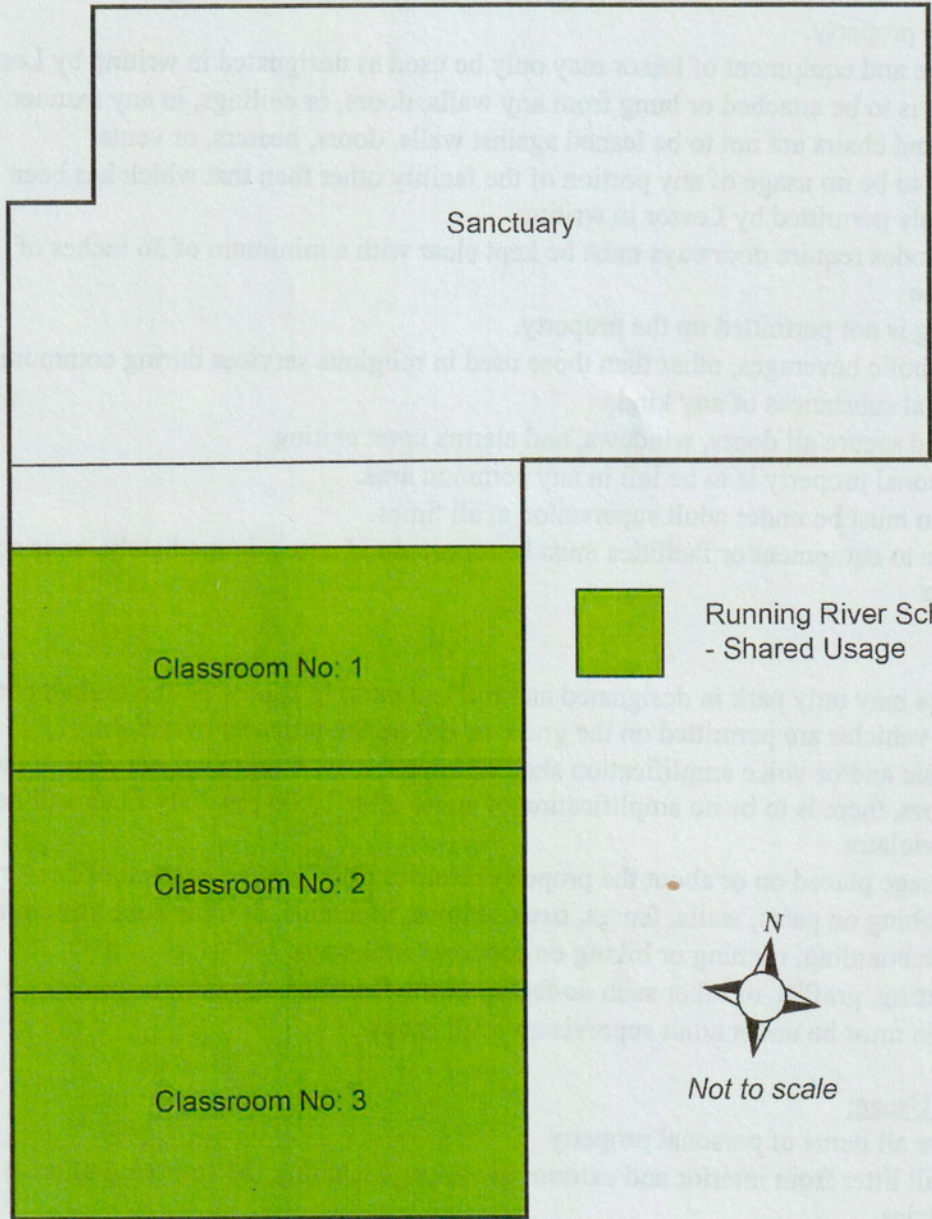
Drop OFF

RETURN CAR

EMPLOYEE PARKING

41





Conditional Use Permit: Citizen Participation Plan

Running River School

PO Box 299

Sedona, AZ 86339

On Behalf of Christ Center Wesleyan Church

580 Brewer Rd.

Sedona, AZ 86336

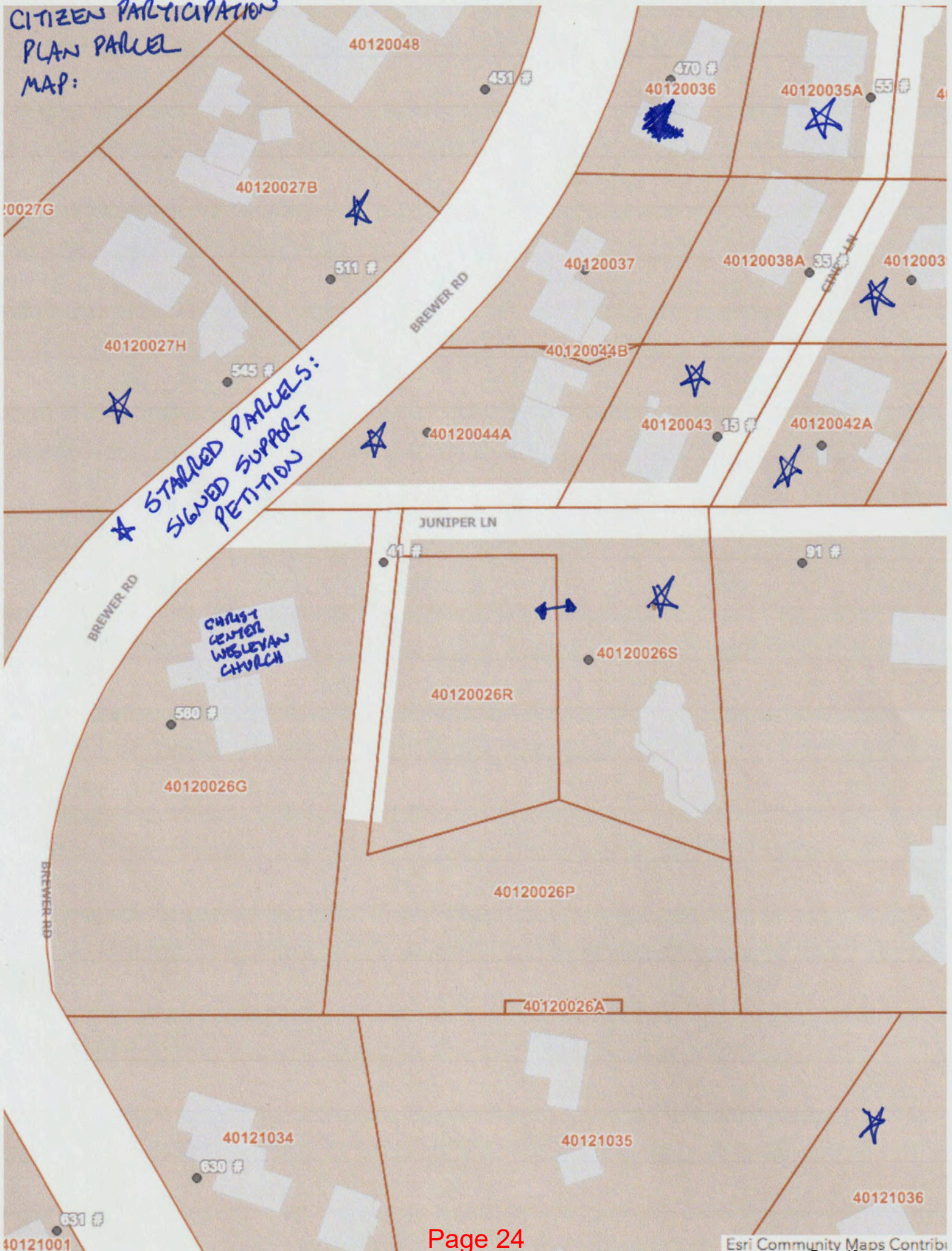
Citizen Participation Plan

Running River School, on behalf of Christ Center Wesleyan Church, located at 580 Brewer Rd., Coconino County is applying for a conditional use permit to house a school at this location. Note: a preliminary petition of support was circulated amongst the immediate neighbors and is included within this use application.

In order to understand if the neighborhood is in support Running River School will:

- Contact property owners, by mail, within 300 feet of the project site and beyond (please see area map and letter).
- Schedule an Open House meeting (date TBD; location 580 Brewer Rd.) in which to hear any resident concerns
- Document the names and addresses of the attendees
- Document resident's concerns
- Document our responses to these concerns
- File the Citizen Participation Report with the city

CITIZEN PARTICIPATION
PLAN PARCEL
MAP:





Dear Neighbor of Christ Center Wesleyan Church,

I am writing to you on behalf of Running River School, a small independent Waldorf-inspired school in Sedona, Arizona that has been in operation since 2013. For the past 6 years we have happily been renting the school district buildings on Brewer Rd.

Unfortunately, due to circumstances beyond our control, the lease was not renewed. With very little notice we were put in a position of finding a new location for a school. As many of you know there are very few appropriately zoned and/or affordable commercial locations in Sedona appropriate for school children. The generous stewards of Christ Center Wesleyan Church at 580 Brewer Rd. have offered to temporarily rent a part of their property to us until we are able to secure a more permanent solution, which we are also working on simultaneously. In order to do this we have to apply for a Conditional Use Permit through the City of Sedona.

A part of this process is public outreach. We have preemptively contacted many of you to gain your support and many of you have offered it (thank you!). In order to follow the city process we will hold a meeting at **(TIME TBD)** on **(DATE TBD)** at 580 Brewer Rd. (the Sanctuary space of the church). If there are concerns they will be documented for the city, as well as how we intend to address any concerns. For those of you already in support we hope you will come too so we can document what you have to say as well.

If you are unable to attend the meeting but wish to address anything please write to us at PO Box 299, Sedona, AZ 86339.

For some background information this is intended to be a temporary solution until we have determined something more permanent. In general the children will be utilizing the indoor spaces on the church property. In general the regularly scheduled outdoor time in designated areas will be from 10:45-11:15 and from 12:45-1:10. A normal school day is from 8:15am to 3:10pm, Monday-Friday. In general there will be minimal after hours activity, and generally speaking this would be parent and staff based.

Sincerely,

Guadalupe Pollock, Administrator
Edward Simmons, Administrator
Running River School Board of Directors

Eddie Simmons, 928.362.2659 | Lupita Pollock, 928.301.3232 | Co-Directors of Administration
PO Box 299, Sedona, AZ 86339 | info@runningriverschool.org | www.runningriverschool.org
501(c)3 TIN: 46-1559083

Sedona Community Development Commission
Attn. Carrie Myer
102 Roadrunner Dr.
Sedona, AZ 86336

July 12, 2021

Dear Ms. Meyer,

I am writing to you today to authorize the administration of the Running River School to apply for a Conditional Use Permit to use our buildings to host their school for the upcoming school year. As I have spoken with the leadership of the school, we heartily support their mission and purpose and believe they are an asset to the Sedona Community.

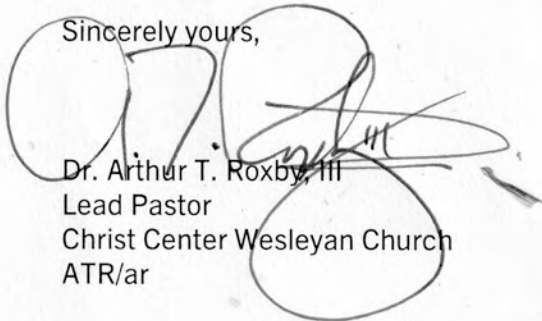
As we spoke on the telephone last week, I would ask that anything possible that can be done to expedite the process would be done.

We at Christ Center fully endorse this request and support their efforts.

Further, as I have researched previous efforts, the City of Sedona has granted Christ Center Conditional Use Permits to lease space to schools in the past. I have if it would be beneficial correspondence and the Occupancy Permit from those Permits.

Thank you for your efforts to make this happen both for Running River School and Christ Center Wesleyan Church.

Sincerely yours,



Dr. Arthur T. Roxby, III
Lead Pastor
Christ Center Wesleyan Church
ATR/ar



Support Petition for Running River School

To: City of Sedona

In Support of: Running River School

Summary: In Support of granting RRS a Conditional Use Permit

I live in the neighborhood adjacent to the Wesleyan Church on 580 Brewer Rd. I am in support of approving Running River School's request for a Conditional Use Permit to occupy the Wesleyan Church property.

Full Name	Signature	Contact Info.
Lola Caldwell 930 Brewer Rd., Sedona AZ 86336	Lola Caldwell	lolapcaldwell@gmail.com
Ingrid Orosa 520 Brewer Rd.	Ingrid Orosa	928-274-0016
John N. Moore	John N. Moore	282 4361
Megan Berry 516 Brewer Rd.	Megan Berry	760.846.6132
Raymond Cota 61 Juniper Lane Sedona, AZ 86336	Raymond Cota	928.202.2075
Jayne Hayden 15 Cindy Ln	Jayne Hayden	602 315-8113
Debra Seelund 66 Cindy #1	Debra Seelund	415-525-1415
Theresa Marie 66 Cindy Ln Apt 3	Theresa Marie	tmarie70@gmail.com
John P. Esquivel 74 Cindy Ln	John P. Esquivel	John Esquivel 79@gmail
Joni Annato-Esquivel 76 Cindy Ln Sedona	Joni Annato-Esquivel	928-301-6707
Willi Hohmann 55 Cindy Ln GWHH	Willi Hohmann	928 282 0287



CERTIFICATE OF OCCUPANCY
CITY OF SEDONA
DEPARTMENT OF COMMUNITY DEVELOPMENT

This Certificate is issued pursuant to the requirement of the Uniform Building Code and certifies that at the time of final inspection this building was in compliance with the Ordinances of the City regulating building construction and use.

Issued to:

CHRIST CENTER WESLEYAN CHURCH
 580 BREWER ROAD

WESLEYAN CHURCH

Building Permit Occupancy Group Type of Construction Zoning District

B5554

E1

V-N

RS-10b

[Handwritten signature]

[Handwritten signature]

Chief Building Inspector

Director of Community Development

Date: 9/9/99

SEDONA CHRISTIAN SCHOOL

Running River School Addendum
Conditional Use Permit Application
RE: City of Sedona Community Development Department

1. COMMENT: A public hearing for this project will be scheduled after all comments are addressed and additional information provided. If there are any areas requiring clarification or additional information, please schedule a meeting with staff.
2. COMMENT: Please ensure that changes made based on the following comments are reflected on all applicable pages.
3. Letter of Intent (LOI):
 - a) Confirm the total amount of parking spaces.
 - b) Confirm the age and grades of students.
4. Vicinity Map Aerial #1:
 - a) Indicate if any screening of the outdoor play area is proposed.
 - b) Provide distance from East corner of building to property line.
5. Citizen Participation Report:
 - a) COMMENT- Submittal of Citizen Participation Report necessary prior to setting up public hearing.

Running River School's Response:

1. Running River School will await the scheduling of the public hearing. All requests are understood.
2. See below
3. Updated LOI attached
4. Updated Vicinity Map Aerial #1 attached
5. Citizen Participation attached

Conditional Use Permit: Supporting Documentation

Running River School
PO Box 299
Sedona, AZ 86339

On Behalf of Christ Center Wesleyan Church
580 Brewer Rd.
Sedona, AZ 86336

Letter of Intent/Context Plan (Updated)

Running River School, on behalf of Christ Center Wesleyan Church, located at 580 Brewer Rd., Coconino County is applying for a conditional use permit to house a school at this location. This location has been in operation as a church since 1974 in a residential neighborhood and has had many youth-centered programs being conducted here at various times throughout its history, including having been granted previous conditional use permits for school purposes. Running River School intends to occupy vacant indoor space at the church as well as utilize minimal outdoor space for regularly-scheduled outdoor breaks. Use will occur during regular/standard business hours (8am-5pm), Monday through Friday. There may be occasional after-hours use, however the overall and intended majority of the use will be during regular business hours and days. Projected and approximate student population of 60, ranging in age from 7 to 13, throughout grades 1-8, and full-time staff population of 7-9 will be the main users of the property.

Student drop off and pickup will increase the traffic slightly to this section of Brewer Road, *however* no more than has been previously established because of the previous school location which was also on Brewer Road. The ample parking, size of parking lot(s), layout of lower parking lot to use as a circular thoroughfare, and number of parking lots (two), totaling 52 on-site parking spaces will be fully sufficient to not have an impact on Brewer Road or the surrounding neighborhood. There will be no standing or waiting traffic caused by this change in use. Should carpooling be necessary, although we do not foresee this need, the school is willing to accommodate such a request. The property location is directly adjacent to the thoroughfare, and not set back into a neighborhood. As well, it is not far down Brewer Road, again limiting neighborhood influx.

The buildings are situated on the lot so as to provide the maximum buffer between the buildings and the neighbors. The lots in the area also tend to be larger, providing added buffer between buildings, as well as a minimal number of neighbors in close proximity. There are no schools or other public facilities nearby. Directly across Brewer Rd. is USFS land creating a permanent inability to impact neighbors in this direction, as private dwellings will never be allowed there. There exists already the minimum 50' from the setback lines of any adjoining lot. No electronic bells or speakers will be implemented at this location.

The direct neighbors and some surrounding neighbors have been polled and preliminary support for the proposed use change has already been assessed. It has been assessed as favorable to the majority of neighbors. The Citizen Participation Plan will be fully engaged through this application process, however we believe this to be of note prior to that step.

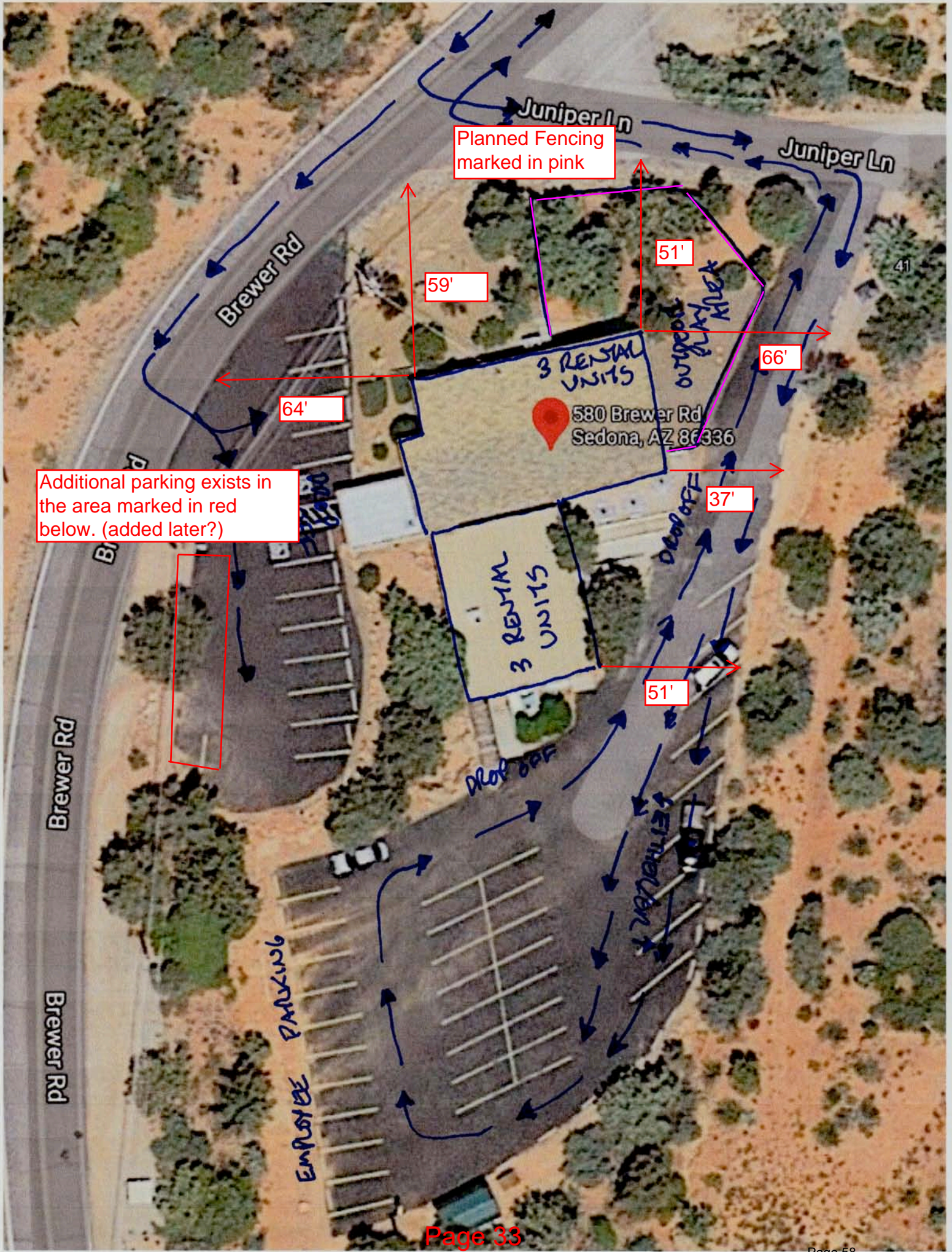
Running River School does not intend to permanently or significantly alter the property for its intended use. There is no “development” of the property being proposed. In general, the impact to the property and the surrounding area will be minimal. The minimal projected impacts are a slight increase in traffic twice a day, approximately at 8:30am and 3:10pm, and the possibility of the kind of noise associated with children’s play twice a day for 25-30 minutes. There will be no environmental impacts, no landscape changes (both to the naturally occurring landscape and the intentional landscaped environment already on the property), major noise impacts, structural changes to the buildings or the property (indoor painting and cosmetic work will be undertaken), late hour usage, home owner’s association restrictions, etc.

Please find included:

- Application
- Letter of Intent (see above)
- Context Plan (see above)
- Vicinity Map/Aerial #1
- Vicinity Map/Aerial #2: Approximate Traffic Flow Proposal
- Leased Area Floorplan
- Citizen Participation Plan
- Owner/Manager Sponsorship Letter
- Preliminary Neighborhood Support Signatures
- Previous Conditional Use Permit for Sedona Christian School (circa 2000?)

Whereas there is no additional structural/permanent development intended, items not included and unrelated permit are:

- Proposed Project Drawings
- Public art requirement
- Architectural plans Architectural Engineering



Planned Fencing marked in pink

59'

51'

64'

66'

Additional parking exists in the area marked in red below. (added later?)

37'

51'

Running River School Addendum
Conditional Use Permit Application
RE: Sedona Fire District

Running River School has received and understood the requirement by the Sedona Fire District that “this project shall comply with ALL fire code requirements”.

RRS Notes

Running River School:

- is in the process of taking project bids
- will make the chosen project manager aware of the SFD code requirements
- understands that a project permit will be required prior to install.
- understands that a pull fire alarm system that includes audio and visual notifications is required by SFD to meet City of Sedona fire codes for a specific type of occupancy.
- understands that inspection will be required prior to occupancy.
- understands that a fire safety and evacuation plan will be required
- understands all further aspects of the document
 - signage
 - engineered plans
 - fire extinguishers
 - posted occupant load
 - knox boxes and locations
 - etc.

Trip Generation Statement
Conditional Use Permit Application
RE: Public Works Department

PZ21-00012 (CUP)
Project Name (Comprehensive Review)
08/05/21

Engineering Comments:

Please address all comments by the next submittal:

1. Please provide a trip generation statement.

It has been determined by Running River School that the trip generation will total approximately 84-90 trips per day. Due to common school demographics there are many sibling groups that carpool by default. There are other families who carpool by choice, and have for many years. The trip generation includes staff.

Peak hours for the majority of traffic on Monday, Tuesday, Wednesday, Thursday:

- 8:15-8:30am
- 3:00-3:15pm

Peak hours for the majority of traffic on Wednesday:

- 8:15-8:30am
- 1:20-1:35pm

Peak hours on Saturday and Sunday:

- Not applicable (for the school)
- Sunday trip generation and peak traffic hours belong to the church

Running River School
Conditional Use Permit Application
Citizen Participation Report

On August 9th, 2021 Running River School sent a letter out to 20 neighbors of the Christ Wesleyan Church notifying them of the meeting held on Monday August 16th. In our letter (refer to original CUP application packet) we provided multiple ways of communication: in-person meeting, by mail, by email, and by phone.

Here are our findings:

- RRS has not received any letters in the mail.
- Running River School has participated in one email thread with both members of one family. (see attached)
- Running River School received one phone call from a church neighbor on the corner of Cindy Lane and Juniper, Nancy and David Michael. The married members of this part-time household (second home is out of state, which is where they were calling from) were in support of the CUP approval and did not have many concerns. They wanted to learn more about the longer-term plan and they were interested in the health of all children throughout the pandemic. They were made aware of the current state mandates. They wished the school well in light of this. They were invited to stop by to introduce themselves when they came back to town should the CUP be approved.
- Running River School sat with three neighbors from the same address (owner, daughter of owner, tenant) at the in-person meeting. (See the transcript attached)
- Running River School was told that not all neighbors received a letter. Upon further investigation the two neighbors mentioned have addresses that are outside of Sedona (Wagner - Glendale, AZ; Chavez-Pardini - Haiku, HI) (See email thread attached from the Wagners)
- 11 out of 20 Neighbors have out-of-city or out-of-state addresses.

Upon preliminary face-to-face interactions with neighbors (refer to original CUP application attachment), combined with minimal disapproving responses, it is our determination that there is an overwhelming majority that supports the approval of the CUP.

Re: runningriverschool.org Contact Us: Form Submission

Lupita Pollock <info@runningriverschool.org>

Wed 8/18/2021 7:37 PM

To: llwagner@yahoo.com <llwagner@yahoo.com>

Hello Lee,

I can't seem to find an email from Monday, I am glad you reached out again. The address listed on the sheet of labels that we were required to use is a Glendale address. While we can't guarantee a timeline right now we are in escrow on a West Sedona property. We remain hopeful that this will work out in our favor during the fall. Currently we are in the inspection phase. After close of escrow, if this is the case, there is also remodel that needs to happen as well. While the church property is not our ultimate goal as a permanent solution we also do not have a specific timeline based on the many moving parts of this process, including escrow, permitting, etc. Our end goal and what we are actively working on is an owned location of our own. The church has agreed to offer a helping hand through our transition phase, for which we are grateful, as all other rental options in Sedona have been exhausted. I hope this information helps. Please reach out with any further questions.

All our best,

Lupita Pollock
Running River School Administrator
928.301.3232

"Our highest endeavor must be to develop free human beings who are able of themselves to impart purpose and direction to their lives. The need for imagination, a sense of truth, and a feeling of responsibility - these three forces are the very nerve of education." - Rudolf Steiner

From: donotreply@godaddy.com <donotreply@godaddy.com>**Sent:** Wednesday, August 18, 2021, 7:17 PM**To:** Lupita Pollock**Subject:** runningriverschool.org Contact Us: Form Submission**Name:**

Lee Wagner

Email:

llwagner@yahoo.com

Subject:

Location

Message:

Hello I emailed you Monday and have not heard back. We are nearby in the neighborhood and did not receive a letter. We are out of town and could not attend meeting. please answer; Is your plan temporary or permanent at the church? If temporary, where are you going?

This message was submitted from your website contact form:

<http://www.runningriverschool.org/contact-us.html>

Use your free GoDaddy Email Marketing Starter account to follow up with contacts who agreed to receive email campaigns! Click [here](#) to get started.

4957573405

Wesleyan Church - Running River School - 8/16/2021 – CUP

Attendees:

Lupita Pollock - Running River School – Founder, Board Member, Administrator

Madhu Wolvekamp - Running River School – Board Member

Genevieve Evirgen - Running River School – Board Member

Eileen Grant, Senior – Sedona Resident

Eileen Grant – Sedona Resident

Chris Fahmi – Sedona Resident (Renter on Grant's property)

Rev. Dr. Arthur Roxby, III – Pastor - Wesleyan Church

Rolf Funk - Vice-Chair of Local Board of Administration - Wesleyan Church

Carolyn Baumgart - Secretary of Local Board of Administration – Wesleyan Church

Carrie Funk - Office Administrator and Bookkeeper – Wesleyan Church

Meeting Notes:

Eileen Grant: We were mistreated 20 years ago by the Wesleyan Church when they wanted to put in a school. We tried to keep it from happening and our home was paint-balled, and we were told we were child haters. This is happening again.

Pastor – Rev. Dr. Arthur Roxby, III: I am new to Sedona. I came to this congregation last year in hopes to serve this community. I was not a part of that, so I cannot speak to it. I am sorry that you had these troubles 20 years ago. We are peaceful people and would never behave in this way.

Eileen Grant: How did people receive notice of this meeting?

Lupita Pollock: The city gave us the address labels so we could mail out the notice. The city will post at the church that a public meeting is scheduled.

Eileen Grant: For the most part, people are not aware of this meeting. Chris mentioned Nick and Michelle Chavez-Tarbin who do not have a notice of this meeting. They were just alerted today. It makes it difficult for people to appear on short notice.

(Running River School note: Upon further investigation the two neighbors who were mentioned by Ms. Grant were sent letters, however one was addressed to a Glendale address and the other was addressed to a Hawaii address. One neighbor contacted us by email. You will find the communication included.)

Carolyn Baumgart: The school mailed out to the list provided by the city. That is entirely a problem of the city and they will have it posted here. It will be in the newspaper because that is the law. I would suggest that a couple of people call the city to let them know that everyone has not been notified and all the addresses were not given to the school to mail. I think that would be great for you.

Eileen Grant: As usual, it is more work for us. We just had this sprung on us. We do not want it. Now we have to spend many, many hours. My mother is an elderly widow who is sick. She is getting nursing care at this point. I am not doing well myself and I am spending a lot of time trying to take care of my mother. I am going to let you know right now that I am going to have to take time away from helping my mother to deal with this situation. It is not right. We are not being treated fairly in this process. We got the letter just a few days ago giving us no time to contact people. You can say it is the fault of the city, but you knew about this and you people have not alerted the neighborhood. Obviously, you do not want the neighborhood to be against the school.

Pastor – Rev. Dr. Arthur Roxby, III: That is an assumption that is not fair to make.

Lupita Pollock: Prior to even knowing the CUP was going to be required, as we had thought the church already had something in place but discovered they did not, one of our parents knocked on many, many doors in the neighborhood preemptively talking to people. I am not sure if she was able to come to you. We are not sure if you were home at the time.

Eileen Grant: Did this parent or someone leave notice on the neighbors' doors?

Lupita Pollack: No. We didn't have anything printed as this was prior to the start of this process. We are in the notification process now. We are following the laws by sending out the letters with the labels provided to us from the city.

Eileen Grant: You don't want us to know because you don't want us to mount a defense. You want what you want. You don't want us to have what we want which is to not have a school here. We do not matter, and we already understand that.

Pastor – Rev. Dr. Arthur Roxby, III: Did you get a letter?

Eileen Grant: A few days ago, but many other people with whom I have spoken said they did not get letters. They are very upset.

Carolyn Baumgart: You do matter, but we matter too. The school matters.

Eileen Grant: The school matters but they don't have to have one here. Why don't you put it in your neighborhoods? Why don't you get permits and put them next to you? A school next to our home will lower the property value.

Lupita Pollock: We have been all over town looking for a permanent place and right now our school is completely split up in various locations. We are under contract to purchase our own building in West Sedona but we have to wait to see if it will work out and this will also take time.

Eileen Grant: Why can't you stay that way until you get your target location?

Lupita Pollack: We have lost a lot of enrollment because of losing our location and we are trying to keep the school together. Also, the temporary locations are very expensive. We won't stay open if we have to continue to pay such high fees for temporary spaces.

Eileen Grant: Right and that is more important to you than us. Let's just be clear about it.

Madhu Wolvekamp: Excuse me. This is not about just you or the school. It is about all of us. It is about you, the children, the many employees that we have at our school who work to try to afford to live in Sedona. They spend their money to live in Sedona. This is a multi-faceted web of situations. This is not about you having a presumed lower value in property. Can we please introduce ourselves?

Lupita Pollock: I am Lupita Pollock. I founded the school with five other families nine years ago. I have lived in Sedona 34 years and I have lived in this actual neighborhood for six years. I am currently the administrator at the school.

Madhu Wolvekamp: I am Madhu, a founding parent at the school and a board member. I am the finance director for our school. My daughter started high school this year at Red Rock High so I am seeing how beneficial this education has been for my child. She is confident with her teachers and in her studies. I would like to see other children have the opportunity for this type of education.

Rolf Funk: I am Rolf Funk, Vice-Chair of Local Board of Administration at Wesleyan Church. I believe that we should be supportive of the children in our community.

Carrie Funk: I am Carrie Funk, Office Administrator and Bookkeeper for Wesleyan Church. I am a former teacher and childcare provider. I think we should do everything we can to help the children in our community. This is a tough world we live in today and they need us more now than ever.

Carolyn Baumgart: I am Carolyn Baumgart, Secretary of Local Board of Administration for the Wesleyan Church. When Lupita entered the building requesting a place for the school, I was initially not convinced. Once I listened to her story and understood their mission, I felt we needed to do everything we could to support this school and these children.

Eileen Grant: It is our life. My mother worked hard. My father worked hard. You do not understand. I am not going to let you tell me this is not going to negatively impact us. You can put up your PR but we are not buying it anymore. It is about us. I am sorry what happened to you but we are not going to be victimized as well. You have been victimized and we are sorry but find another solution.

Pastor – Rev. Dr. Arthur Roxby, III: You do not need to shout.

Eileen Grant: I will decide if I am going to raise my voice. We are going to have to talk to an attorney. We are going to have to appeal to the city council, then a referendum. These things take hours and hours and hours of time. You need to appreciate that. There are others in the community who do not want this and they worked hard for their homes.

Pastor – Rev. Dr. Arthur Roxby, III: I understand.

Eileen Grant: Well, don't tell us that we don't need to be upset about it. It is extremely upsetting. You people are going to keep pushing and pushing. You are going to go to the CUP hearing. If you don't win, you will appeal to the city council, so this won't be over anytime soon. You just want to whitewash the situation. It is not about us, our property values, noise. You intend to have a school here forever. You say it is for a year. You are going to put these people out of here after a year if they have no place to go, are you? You don't care about us.

Carolyn: What we are trying to do is talk and listen to each other. That is why the neighborhood and church were brought together. We are neighbors and we care about this city. We do care about this city and we do care about input so don't tell us that we do not care.

Eileen Grant: It comes across that way. If their target location is not obtained and they have to stay longer than a year, are you showing them the door or allowing them to stay longer? Do you have an answer for that? We would like to know?

Pastor – Rev. Dr. Arthur Roxby, III: No. No, we don't.

Eileen Grant: You have no answer so it potentially means that they will be staying indefinitely.

Genevie Evirgen: My name is Genevie. I have lived here since 2014. I am a mother of Ayla and Randy. I am on the Board of Running River School. I have been a local Realtor for the last six years in Sedona. When our daughter was little we decided that we wanted to give her the gift of growing up in a small town. We were delighted to have the opportunity to move to Sedona. We knew the demographics coming in and understood that Sedona houses a lot of retirees. We were very excited for our children to interact with different people from all different places and with a range of ages. We were seeking the Mayberry experience. Unfortunately, when the air bnb law came into place in 2017, Sedona lost some of the Mayberry feeling in our neighborhoods. We were fortunate to find Running River School. It is the kind of community that if someone does not have enough money for food, someone will bring them a bag full of groceries, and if someone needs to work long hours, they send out a text to the community and will have several families offer to take their child. I love that my children have the opportunity to experience something that we are losing in this world which is a sense of community. That is why we are here. It is for the community. I spend more hours donating my time to Running River School than selling real estate. I tell my husband that when we are older, we will remember that the school is more important than making more money.

I understand your concern about property values. Markets go up and down. West Sedona School is located near some of the top real estate in Sedona. Soldiers Pass. You live in a highly desired neighborhood.

Also, many wealthy families have moved to Sedona during the pandemic seeking Waldorf education for their children. Many of these families would prefer to purchase a home near a school.

Eileen Grant: Those people chose to purchase next to a business. We did not. My mother and father purchased from the church and at that time it was just a quiet church; not a business or a school. The church has broken faith with us.

Eileen Grant: If the concern was for my mother, why do her property values have to be compromised. There is no assurance that this will only be a year. We don't want this and others in the area do not want it.

Madhu Wolvekamp: You don't want this. I have learned that I can only speak for myself. You can speak for yourself. If the neighbors felt that way, they would be here to have this discussion. Have you met the children and would you like to meet them? I wish you would like to meet them.

Eileen Grant: No, we don't. We were put through hell with the church twenty years ago.

Carolyn: We are a very peaceful congregation. We are a strong Christian church and I give my word that it will never happen again.

Chris Fahmi: Will we have another meeting?

Lupita Pollock: Not a meeting like this one. The next one will be with the city.

Eileen Grant: We have to go through the city and then the planning and zoning board, correct? Then they decide whether this is forced on us or not.

Genevieve Evirgen: Is there something we can do to work together as a community? Can the issues from the past be healed with the church?

Eileen Grant: This is not about not liking children. This is that my mom purchased a home next to a quiet church, not a business. This is unacceptable. To you people, it doesn't matter. We will be

impacted negatively. What about traffic? That is a big deal for us. We will have the court down the street, the trailhead hub will be across from that, now the school. We cannot avoid traffic and sit on Cooks Hill. What happens when Covid comes to an end and all of the travelers come back to Sedona? The traffic is horrendous.

Carolyn Baumgart: The students are already being dropped off and picked up on this road. They will not add additional traffic. It will be the newer things that add traffic. The school is a continued presence. It is already here.

Chris Fahmi: Nobody hates children, but they make noise. I don't mind a half hour or so to take a break outside. Maybe we can come to a solution.

Carolyn Baumgart: That is why we are here.

Lupita Pollock: Unfortunately, there are no other places in Sedona for us to go. The school district has other locations that are empty, which we asked to rent, but they will not lease those buildings to us. We are buying our own property in West Sedona and are hoping for it to go through. We have searched as far and wide as possible. The people in this church are the only people in the entire town that said we could be here for longer than a couple of months.

Eileen Grant: We have cried. We were hoping after 20 years ago, it would never happen again.

Lupita Pollock: There is nowhere in this town for families to be, but we deserve to be here too.

Eileen Grant: Why is there not protesting against the city? The Municipal court does not have to be here.

Lupita Pollock: We understand. We tried to lease and/or buy that building but were denied.

Eileen Grant: I understand. I read the paper. The city and school district has done this to all of us. If they have other buildings, why is there not a protest? Why can't someone start a protest here? Get some action from the people to say we don't need the court here and to let the school stay. The school was designated for that place.

Madhu Wolvekamp: It would take too much time and the kids are growing up. We need a place for them now. This is a grassroots school. We are seeking a home in our home.

Eileen Grant: We cry. I have been taking Valium since we received the letter. We are being left in the lurch with no assurances. The city behaved badly in this and said they would find land for schools 20 years ago. They don't do their job and we are hit again. I am sorry you are hit too but we are being hit as well.

Lupita Pollock: I think we have taken down all of your concerns and we are here to report back to the city what was discussed in this meeting so we can go through this process. The earliest we would be open here for school would be October and our school year ends in May.

Genevieve Evirgen: If we continue to eliminate churches and schools by replacing them with tourist hubs and air bnbs, we no longer have a community foundation.

Eileen Grant: We are not against churches or schools.

Carolyn Baumgart: The city should have protected the people in the community.

Lupita Pollock: We informed the city of our needs and our desire to stay in our former building.

Eileen Grant: Can you protest?

Lupita Pollock: We tried. We are actually running a school right now. I am the only administrator. I am going between all of the locations making sure the students are safe, the teachers have what they need, and the parents are happy. We had many meetings with the school district and asked for help. We did not get it.

Eileen Grant: Stay in your temporary locations longer.

Lupita Pollock: We are renting from the city right now but our lease expires end of September and the price is too high for our small budget, especially after a significant loss of enrollment.

Eileen Grant: I wrote a letter to the Wesleyan Church. According to the bible, God will judge you for what you have done. God cares about widows and their houses. You are not loving our neighbor as thyself and you will have to answer to God. What happened to Thou shall not steal?

Pastor – Rev. Dr. Arthur Roxby, III: Six weeks ago, Lupita stopped by my office. She shared with me the story. They told us that they were looking for a permanent place and would it be possible to lease some of our space. My heart sees kids who are being put out. Christ Center is here to serve the community. You heard that this is a temporary arrangement. I feel like you have been calling us liars. I am sorry for what the powers that be have done. I don't have any control over it. My goal is to serve the children, which I understand many of which live in this neighborhood. The school keeps saying they want to be good neighbors. And we want to serve the community.

FRED L. & DIANE F. MILLER

91 JUNIPER LN

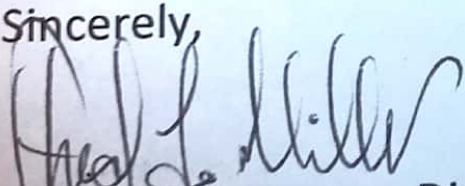
SEDONA, AZ 86336

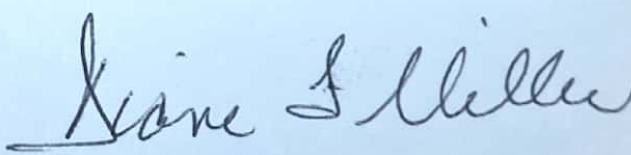
To Whom it may Concern,

My wife and I own the property at 91 Juniper Ln, Sedona. We feel the education of the children must be served in the best way possible.

Therefore we see no downside to the Running River School using the Wesleyan Church facilities and fully support their request for a Conditional Use Permit.

Sincerely,


Fred L Miller


Diane F Miller

FOR CARI MEYER/WE HAVE SOME ADDITIONAL QUESTIONS/THANKS

Grantceltic <grantceltic@aol.com>

Thu 8/19/2021 2:12 AM

To: Cari Meyer <CMeyer@sedonaaz.gov>

Hello Cari Meyer-----

This is from Eileen Grant Jr. I spoke with you yesterday because of the Christ Center Wesleyan Church trying to force another school/business into our residential neighborhood. Thank you for your assistance.

I would appreciate it if you would answer some additional questions for me. First of all, within how many feet/yards of the church do homes/residents have to be to receive the kind of letter which we did from the school regarding the meeting at the church which was held Monday--? I believe you mentioned the number on the phone, however, I somehow missed writing down that figure. Additionally, I do want you to know that we conferred with the Wagners (of 631 Brewer Road) and they are claiming that they did not receive any letter even at their Glendale address from the Running River School.

Also, I know that we discussed this on the phone yesterday; however, are you absolutely sure that the law is now such that our only recourse, should we lose at the city council level, is the Superior Court--? Last time, when we lost before the Sedona City Council, we were advised that a referendum to have the matter placed on the ballot was the only legitimate option that we had (and this is what ultimately saved us from being permanently stuck with a 200 student school forced next door to us). We would really appreciate it if someone could verify this matter for us. It has been @ 20 years on our end...and my mom is now over 90 and I am not well myself; we truly need help. The church and school are getting all sorts of help in this from the city. However, we are also long-time taxpayers in this city and would appreciate some comparable consideration. We absolutely have to be forearmed with the right knowledge so that we can properly pursue every opportunity for remedy. Could someone at least point us to where we can find these stipulations in the current law/statutes--?

Finally, we are also concerned about whether anyone involved in this for the City of Sedona has any kind of connection with/conflict of interest involving the Christ Center Wesleyan Church and/or the Red River School? When we had to deal with all this @ 20 year ago, it turned out that the then Sedona City manager, Mike Letcher, DID have a connection with the church. We would like to know how to request that anyone who has any kind of connection please declare themselves...and...also recuse themselves from any decision making capacity (or influence) in these proceedings. It was completely unfair in the former matter that we had to deal with circumstances where the City Manager had a clear conflict of interest.

Again, thank you for all your help. We sincerely appreciate it.

Sincerely yours,
E. Grant Jr.-----

Christ Church conditional use permit

Laura Wagner <llwagner@yahoo.com>

Fri 8/20/2021 1:42 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>

Hi Cari,

We own a home near the church on Brewer rd.

Our input on the CUP is that is specific to running river school only (not applied to any other school or business in the future), and is temporary with a reasonable written end date on the permit

We chose the Brewer road location in 1996 and have enjoyed the quiet residential, limited traffic area for a quarter of a century .

We are concerned about the increased traffic and civil, criminal flow with the new municipal court decision, without neighborhood notice or input, and the increased traffic for the parking hub serving Huckaby and cathedral rock trail systems

Please advise if we should provide any input to the City Council or mayor on the school matter
Thank you for your service.

laura

Ps we prefer email notifications, communications as we do not receive mail in Sedona

Plans to relocate Charter School to the Wesleyan Church on Brewer Rd.

christa fahmi <chrisfahmi8@gmail.com>

Tue 8/24/2021 2:48 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>

Good afternoon,, Ms Meyer

On Monday, August 16, 2021 I attended a meeting at the Wesleyan Church on Brewer Rd. with the Head of the Church, the Director of the Charter School and a handful of residents.

The reason for this meeting was to discuss the relocation of the Charter School onto the property of the Church.

Having lived next to that property for the past 17 years, I am very familiar with the noise penetrating from the Church even without a school being present .

The location of the Church property is such as to have the sounds reverberate throughout the neighborhood. From cars coming and going, music from Church Services and loud talking from parishioners at times has become an issue for me.

I am afraid that there won't be a peaceful day in my life any more. with 75 children enrolled at the school roughly 300 feet down the hill from me.

Therefore, I am asking you and the Planning Board to please consider my request to deny the relocation of the Charter School to the location of the Church.

Thank you for your consideration.

Respectfully yours,
Christa Fahmi
10 Sugar Loaf Drive
Seona, AZ 86336
928-821-0893

Comment on Development Proposal

donotreply@sedonaaz.gov <donotreply@sedonaaz.gov>

Wed 9/1/2021 12:59 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>; Mike Raber <MRaber@sedonaaz.gov>

A new entry to a form/survey has been submitted.

Form Name: Comments on Development Proposals
Date & Time: 09/01/2021 12:59 p.m.
Response #: 337
Submitter ID: 3253
IP address: 184.103.57.249
Time to complete: 3 min. , 16 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Running River School

2.

What are your comments, concerns, ideas, and suggestions about this project?

Good solution for the community & school. Very pleased to see the church and school working together.

3. Your contact information

Name: Donna Joy Varney
Mailing Address: 90 Hohokam Circle
E-mail: donna@donnajays.com

4.

Would you like to receive notices about this project, such as public meeting dates?

(o) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Comment on Development Proposal

donotreply@sedonaaz.gov <donotreply@sedonaaz.gov>

Sun 9/12/2021 3:34 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>; Mike Raber <MRaber@sedonaaz.gov>

A new entry to a form/survey has been submitted.

Form Name: Comments on Development Proposals
Date & Time: 09/12/2021 3:34 p.m.
Response #: 339
Submitter ID: 3285
IP address: 24.121.172.75
Time to complete: 36 min. , 47 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

2021 CONDITIONAL USE PERMIT FOR THE RUNNING RIVER SCHOOL

2.

What are your comments, concerns, ideas, and suggestions about this project?

HOW WOULD YOU FEEL IF IT WERE YOUR ELDERLY MOTHER--?

To Whom It May Concern----

This letter is being written AGAINST the proposal of the Running River School taking up residence at the Christ Center Wesleyan Church on Brewer Road in Sedona.

My name is Eileen Grant Jr. and I reside at 630 Brewer Road.

I attended the August 16 meeting of neighbors, school and church representatives at the Christ Center Wesleyan Church (580 Brewer Road). Pastor Roxby claimed that this arrangement between the church and the school is being made for "the good of the community." However, once again, my elderly, disabled mother, Eileen A. Grant--WHO IS ALSO A MEMBER OF THIS COMMUNITY--is being completely mistreated in this process. (My mother, Eileen A. Grant, lives at 630 Brewer Road adjacent to the Wesleyan Church.) The church and school representatives showed NO concern for my mom likely taking a "hit" when it comes to traffic, noise, property value--and even a long-term rental on her property, which she depends upon for income as a senior citizen. As my mom's daughter, I was actually SHOCKED by the callousness and lack of concern which was shown towards my mom regarding her legitimate issues as a next-door-neighbor of the Christ Center Wesleyan Church.

We are being told that the Running River School (RRS) has a "target" property in West Sedona, money is in escrow, etc. However, they admitted at the August 16 meeting that they can offer us no assurances regarding this other property. They also, apparently, expect our family to take all the risk in this venture when there has been essentially no transparency whatsoever regarding the other, supposed, West Sedona property (despite pointed questions asked). For all we know, should the RRS take up residence at the church, the West Sedona property will evaporate as an option--and the RRS will occupy the church indefinitely; again, they, themselves, offer no assurances to the contrary.

@ Twenty years ago, the Christ Center Wesleyan Church (CCWC) tried to force a 200 student, PERMANENT school into their building immediately next door to my mom (I will have more to say about that below). They did this even though they had an option at the time of hosting the school on 20 ACRES in West Sedona (P + Z Commissioner Mark Belsanti--in a follow-up hearing after we mounted a referendum--even told the church and school involved then that he would help set up the portable classrooms on the West Sedona property). The CCWC showed no consideration for my mom @ twenty years ago...and nothing appears to have changed at present.

The CCWC is located in a hollow immediately below my mom; as a result, noise outside and down below is amplified and reverberates up towards my mom's home. The CCWC (and RRS) could not care less if my elderly mom is impacted with additional noise all week long. Nor are they the least bit concerned that my mom's long-term tenant (also a senior citizen), in my mom's rental, may not be able to tolerate all the additional noise. No concern was showed for my mom at the 8/16 meeting when we mentioned that, should my mom lose her tenant, my mom may have trouble securing another renter because of the daily noise or that my mom may have to rent at a significant loss in order to secure ANY tenant with the RRS in residence at CCWC. (Again, how would any of you feel if this were your mother--and she depended on that rent money in order to help make ends meet?)

Then there is the matter of increased traffic. The RRS is trying to lead others to believe that, since they WERE located until recently at the Nancy J. Alexander facility on Brewer Road, that their traffic "footprint" will remain the same on Brewer Road and that they will not be responsible for any additional traffic. However, that is a fallacy. For one thing, since the City of Sedona and the Sedona Oak Creek School District have decided to make a deal to move the Sedona Municipal Court into the Nancy Alexander facility on Brewer, there WILL BE AN INCREASE OF TRAFFIC on Brewer Road due to the court relocation. Additionally, there is still a plan "on the table" to create a regular shuttle service for tourists at the old ranger station immediately across from the Nancy J. Alexander building on Brewer Road. Therefore, Brewer Road is looking at ADDITIONAL TRAFFIC FROM 1) THE MUNICIPAL COURT, 2) THE SHUTTLE HUB/SERVICE AND 3) THE RUNNING RIVER SCHOOL, should they gain access to the Christ Center Wesleyan Church property.

As it is, the traffic situation is often quite miserable and untenable for those living on Brewer Road--especially when there is a lot of tourism (and, this is only likely to worsen when Covid restrictions are lifted with respect to international travel). As it is, residents often have to wait great lengths of time to either access or leave Brewer Road. Therefore, Brewer Road is certainly NOT a place for an additional school at this time--given that court and shuttle traffic are already going to only make a bad traffic situation exponentially worse.

(Moreover, I was recently apprised that Sedona developer, Paul Galloway, is planning to create an assisted living development next to the Nancy Alexander building on Brewer Road--? How much additional traffic will that generate? Does the City of Sedona care that residents on Brewer already have so much trouble accessing and departing Brewer Road--?)

But, honestly, WHY should my mom and her old residential neighborhood have to take a "hit" here?? The Running River School can continue to operate in the several locations in which they are currently located until their target location in West Sedona is ready for them. Supposedly, there is one building that the City of Sedona is only renting to them for a short time; however, WHY cannot the City of Sedona resolve this for the school without imposing on the Brewer Road neighborhood? We were also told at the August 16 meeting at the CCWC with the RRS that the Sedona Oak Creek School District has several other buildings which they COULD potentially rent to the school. How about the City of Sedona making that happen so that the Brewer Road neighborhood is spared? It has also been suggested by a local Sedona doctor that the school be allowed to use the vacated Sedona Municipal Court building in West Sedona until the RRS can take possession of their claimed target property. So...again...where is the necessity for negatively impacting others on Brewer Road--such as my elderly mother???

I want to say something else, here, about the FACT that senior citizens in Sedona and their neighborhoods have been perennially TARGETED by various special interests--schools/businesses in Sedona. I saw what happened @ 20 years ago with the Sedona Charter School, the Montessori School and, of course, the Christ Center Wesleyan Church trying to force a 200 student school in next door to my mom on Brewer Road. At that time, the City of Sedona claimed that they were going to have to address this "schools issue" and find land for these schools, so as not to have the schools/businesses be pitted against the old residential neighborhoods. Well...when is the City of Sedona going to "make good" on that old assertion? It just is NOT RIGHT that the most vulnerable people in the Sedona community--THE VERY ELDERLY and senior citizens--are the ones who end up having to fight these SCHOOLS/BUSINESSES, especially since they are OFTEN the LEAST able to do this. It takes time and energy (and usually large sums of money for attorney fees) which many retirees do not have compared to the special interests/schools/businesses (which often have "deep pockets," funding already in place, etc.). PLEASE--WHEN IS THE CITY OF SEDONA GOING TO PROTECT THE VULNERABLE ELDERLY, RETIREES, AND EVEN DISABLED in these types of circumstances???

One of the awful things that happens when a school tries to force its way into an established, older residential

neighborhood is that the senior citizens get ACCUSED--even vilified--of being anti-children and the like. In my mom's case, she began teaching K-12 in the public schools back in the 1950s. After a break in the 1960s to start a family, she went back to teaching K-6 grade in @ 1969 through to 1986, when she retired to Sedona. Following that, she donated her time--for decades--as a free reading tutor at the Sedona Literacy Center in Sedona's St. Andrew's Church. She also was a member of the University Women of Sedona for years--and even became their president for a time; the entire mission of that organization was to raise money to help send girls and women to college. But, because my mom wants to protect the home she purchased in a quiet, residential neighborhood, we are, once again, hearing the disparaging--and unwarranted--claims of "child-hater," among other things. This is absolutely reprehensible.

During the "go-round" with the Christ Center Wesleyan Church @ 20 years ago, my mom and I were similarly disparaged. At that time, my mom was also the victim of a frightening "drive-by-shooting"--where her house was sprayed with paint bullets at night. The police were summoned on that occasion and my mom and I had to scrub MANY large blotches of bright red paint off the front of her house in the middle of the night--because we did not know if the paint would stain, should we have left the exterior unwashed until morning. It is also a matter of public record that former Christ Center Wesleyan Church minister, Kent Linaman, was issued a restraining order by (now former) Sedona Municipal Court Judge Tip Roberts--because of continued harassment BY Pastor Linaman, at that time, of my mother, Eileen A. Grant.

Please, Sedona Planning and Zoning Commissioners and City Council members, WHEN does our family--and, particularly my MOM--get a break? PLEASE PROTECT US and do what is necessary to STOP this kind of treatment of my mom--and others like her--in Sedona. Running River School is a "self-interested" BUSINESS; they are not concerned with whether our family is negatively impacted in any way--they certainly do not care about harming our old residential neighborhood, decreasing our property values, forcing us to pay for legal representation, creating more stress for my elderly mother, etc. (We don't count; only their interests matter to them. The reality is that they are ALREADY operating this school year in other locations. They are only concerned that several students will not remain with them in their current configuration. Therefore, they do not care if they throw our family "under the proverbial bus" in order to consolidate at the Christ Center Wesleyan Church and not risk the loss of any students.)

AGAIN, HOW WOULD YOU FEEL IF IT WERE YOUR ELDERLY, DISABLED MOTHER--? AND, WHAT WOULD YOU DO TO PROTECT YOUR MOTHER? WHEN IS OUR FAMILY GOING TO GET CONSIDERATION?? PLEASE CONSIDER THIS GOING FORWARD IN THIS SITUATION AND DENY THIS CONDITIONAL USE PERMIT.

Very Sincerely Yours,
Eileen Grant Jr.

3. Your contact information

Name: Eileen Grant Jr.
Mailing Address: 630 Brewer Rd
E-mail: grantceltic@aol.com

4.

Would you like to receive notices about this project, such as public meeting dates?

(o) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

MS. MEYER/PERHAPS PUT THIS VERSION OF LETTER IN PACKET WITHOUT C. FAHMI'S PHONE #

Eileen Grant <grantsedona@outlook.com>

Tue 9/14/2021 1:14 AM

To: Cari Meyer <CMeyer@sedonaaz.gov>

Hello Cari Meyer---

We are a little concerned about Christa Fahmi's phone number being in the public packet (we do not want her to possibly be harassed with phone calls by those who disagree with those who are opposed to the CUP for church and school). Therefore, this is a version of Eileen A. Grant's letter with Ms. Fahmi's phone number edited out. If at all possible, would you please use this one in the packet--?

-----The Grants-----

From: Eileen Grant

Sent: Monday, September 13, 2021 10:09 PM

To: cmeyer@sedonaaz.gov <cmeyer@sedonaaz.gov>

Subject: PLEASE NO CONDITIONAL USE PERMIT FOR CHRIST CENTER WESLEYAN CHURCH AND RUNNING RIVER SCHOOL-----

Sedona Community Development Commission
Attention: Cari Meyer
102 Roadrunner Drive
Sedona, Arizona 86336

September 6, 2021

Dear Ms. Meyer, Planning and Zoning Staff and Sedona Planning and Zoning Commissioners,

I, Eileen A. Grant, born 5/15/1925, a Sedona resident since 1986, need your help in order to preserve my family home and neighborhood at 630 Brewer Road, Sedona, 86336. (I live adjacent to the Christ Center Wesleyan Church.)

My husband (now deceased) and I purchased our home from the Wesleyan Church in 1986. Unfortunately, the church has shown a continued lack of concern for me over the years, essentially "breaking faith" with me as someone who purchased my home from them in good faith. At some point, they decided that they wanted to allow school businesses to operate on their property--for a profit. They did not care that the noise negatively impacted my quality of life and destroyed the peace and quiet of my home and neighborhood.

It finally got to the point twenty years ago where Christ Center Wesleyan Church tried to install a 200 student school in perpetuity on the property next door to me at 580 Brewer Road. They were using the granting of conditional use permits to establish themselves as a school location. They did not care that I had been--and would continue to be even more--impacted by the increased noise, traffic, lowered property value, etc. (Nor were they concerned for the other neighbors, many of whom were quite elderly.) My daughter and I and a number of our neighbors eventually stopped the Wesleyan Church from operating as a school; the church and school were finally denied their conditional use permit for 200 students after we acquired enough signatures for a referendum. This was done at great effort and expense. Yet, we were the only Sedona neighborhood which successfully stopped this type of school incursion. The neighborhoods which are now stuck with the Sedona Charter School and the Montessori School were not successful in fighting off those schools. It is so upsetting when residents are good citizens and tax payers for many years, and then the City of Sedona sides with these school business interests against the residents--even using tax-payer funded Sedona City Attorneys against the residents of Sedona.

Now that I am 96, the Wesleyan Church again wants to inflict another school upon me, even though I chose not to purchase a home next to a school or business because I wanted a quiet retirement in a quiet residential neighborhood. Since I was a public school teacher for decades on Long Island, New York, I have experienced how noisy children can be.

Everyone knows that the Running River School is trying to GROW their enrollment, which will mean more noise and traffic. As I have experienced, once these schools are granted a conditional use permit, they gain a foothold in a location and seek conditional use permit after conditional use permit (and even pursue zoning changes) in order to remain at the location. The Christ Center Wesleyan Church also has a history of encouraging this because it is a money-making business opportunity for them as well. When asked, the current pastor would not guarantee that the school will only stay a year.

I also want to tell you that, through the years, those of the Christ Center Wesleyan Church have proven themselves to be bad and untrustworthy neighbors. In addition to the other problems I have mentioned, a former pastor of the Wesleyan Church harassed me and was sanctioned by a judge. Since the Wesleyan Church was finally denied the CUP for 200 students, we have experienced numerous negative impacts by them. They started allowing homeless people to occupy their parking lot unsupervised. I had to call the pastor and the police on numerous occasions because of problems related to this. One time they allowed people to live in the parking lot who began moving up the hill onto my property with tents and other camping gear. The police had to be called to put an end to this. (We had no idea who these people were and even felt the church was putting us in danger.) There has also been a litter problem on my property because of this behavior.

Even recently, there was an issue involving my longtime tenant because the church has allowed a homeless person to continually dwell in their car in the church parking lot. You may contact Christa Fahmi at 10 Sugar Loaf Drive to confirm this (E-mail chrisfahmi8@gmail.com).

I am also afraid that, because of noise from the Running River School, I may lose my tenant whom I have had since approximately 2004. This dear lady also helps me with some personal care, now that I am 96 years of age. I do not want to lose my tenant who is a friend and personal help. This is extremely stressful to me and, at my age, these are problems I do not need.

(I did attend the disappointing meeting on August 16, 2021, at the Christ Center Wesleyan Church with the Running River School.)

Sincerely,
Eileen A. Grant

**Action Minutes
City of Sedona
Planning & Zoning Commission Meeting
City Council Chambers, 102 Roadrunner Drive, Sedona, AZ
Tuesday, September 21, 2021 - 4:30 p.m.**

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

Chair Levin called the meeting to order at 4:31 p.m., led the Pledge of Allegiance and requested roll call.

Planning & Zoning Commissioner Participants: Chair Kathy Levin, Vice Chair Charlotte Hosseini and Commissioners George Braam, Peter Furman, Kali Gajewski, Sarah Wiehl and Lynn Zonakis.

Staff Participants: Kurt Christianson, Jess McNeely, Cari Meyer, Donna Puckett, Hanako Ueda

2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF

Cari Meyer announced that last week the City Council discussed two projects, including the Uptown CFA Plan and the decision was that with the rapid rate of change, we are pausing and not moving forward with that CFA Plan at this time. Jess McNeely added while we are initiating the 10-year update to the Community Plan. Cari stated that is a little bit of a change in direction, but we are not agendized to discuss it tonight. Cynthia is the Planner on that so you could contact her with additional questions. Then, last Wednesday the City Council approved the Major Community Plan Amendment and Zone Change for the parking garage in Uptown, and next Wednesday at 3:00 p.m., the City Council will be conducting their rehearing of the Arizona Water Company water tank in the Mystic Hills area.

Chair Levin requested that under future meeting dates and agenda items, if the Community Plan Update is coming up, we could also include a discussion on the pause of the Uptown CFA.

Chair Levin then announced there have been five applications for the three vacancies on the Planning & Zoning Commission. Three of whom are incumbents and two others. Those that have applied are Vice Chair Hosseini and Commissioners Braam and Furman, John Spera and Daniel Rawlins. The deadline isn't until Thursday, so there may be others.

3. APPROVAL OF THE FOLLOWING MINUTES:

- a. **September 7, 2021 (R)**
- b. **September 7, 2021 (SV)**

Chair Levin indicated she would entertain a motion for the September 7, 2021, site visit and regular meeting minutes.

MOTION: *Vice Chair Hosseini moved for approval of the September 7th two meetings' minutes. Commissioner Braam seconded the motion.*

VOTE: *Motion carried seven (7) in favor (Braam, Furman, Gajewski, Hosseini, Levin, Wiehl and Zonakis) and zero (0) opposed.*

4. PUBLIC FORUM: (This is the time for the public to comment on matters not listed on the agenda. The Commission 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.)

Chair Levin opened the public forum at 4:39 p.m. and, having no requests to speak, closed the public forum at 4:40 p.m.

5. **CONSIDERATION OF THE FOLLOWING ITEMS THROUGH PUBLIC HEARING PROCEDURES:**
- a. **Discussion/possible action regarding a request for a Conditional Use Permit to operate a school (Running River School) in an existing church building (Christ Center Wesleyan Church) at 580 Brewer Road. The property is zoned Single Family Residential (RS-10), is ±1.32 acres, and is located southeast of the intersection of Brewer Road and Juniper Lane. APN: 401-20-026G. Applicant: Running River School (Lupita Pollock) Case Number: PZ21-00012 (CUP)**

Presentation by Cari Meyer, Planning Manager.

Commission's questions.

Presentation by applicant representative Lupita Pollock, Administrator, Board Member, one of the founders, and a parent at Running River School who also introduced the following students: Finn Pollock – 8th grade; Lilly Pollock – 5th grade; Isabel Payne – 4th grade; Ila Evirgen – 5th grade; Angelina Paley – 8th grade; Siena Moreau – 4th grade; Peter Paley – 3rd grade; Neva Schieffer – 4th grade, and Sharadevi Wovekamp a graduate from the first 8th grade class, one of the first five children who now attend the Sedona Red Rock High School.

Commission's questions.

Opened public hearing at 5:15 p.m.

The following peoples spoke on this item: Megan Kincheloe, Sedona; Emily Morin, Sedona; Christa Fahmi, Sedona; Madhu Wovekamp, Sedona; Genevie Evirgen, Sedona; Bob Williams, Cottonwood; Rev. Dr. Arthur Roxby, Cottonwood; Rolf Funk, Sedona; Carrie Funk, Sedona; April Payne, Sedona; Bill Holman, Sedona; Siena Moreau, Sedona; Carolyn Baumgart, Sedona; Eileen Grant Jr., Sedona; Eileen A. Grant, Sedona; Kristina Paley, Sedona; Neva Schieffer, Sedona; Kevin Wheeler, Sedona and Nathan Douglas Hansen, Rimrock/Sedona.

Brought back to Commission at 6:09 p.m.

Additional questions and comments from Commission.

Proposed amendments to the Conditions of Approval:

6. *The Conditional Use Permit shall expire on July 31, 2025. Prior to the expiration date, the applicant or property owner may file a renewal application of the Conditional Use Permit. The application shall be reevaluated based on consistency with City ordinances, the conditions of approval, and compatibility with the surrounding area.*
7. *After hours use by the school shall be limited to use of the interior of the building and building patios. After hours use of the exterior of the site by the school, with the exception of the parking of vehicles, shall be reviewed by staff, which may require review and approval of a Temporary Use Permit.*

Chair Levin asked if there were any changes to the recommended motion for approval and none were proposed.

MOTION: Commissioner Braam moved for approval. Commissioner Wiehl seconded the motion.

Chair Levin requested a reading of the motion.

READING OF THE MOTION: I, Commissioner Braam, move for approval of case number PZ21-00012 (CUP), Running River School, in consideration of the applicable goals, objectives and recommendations described in the Sedona Community Plan, the Commission finds as follows:

- 1. That, pursuant to Sedona Land Development Code Section 8.4.B and Section 2.5, the proposed location of the conditional use as requested by the applicant, Running River School, is in accordance with the objectives of the Sedona Land Development Code and the Single-Family Residential (RS-10) zoning district in which the site is located and supports the overall purpose to accommodate and preserve medium-density single-family residential uses with limited community and educational uses; that the school use requested by the applicant is specifically allowed subject to a conditional use permit pursuant to LDC Section 3.2.E, Table 3.1, which allows "Schools, Public or Private," and, that after consideration of the potentially negative operational characteristics and impacts, the applicant's proposed use is appropriate subject to conditions of approval set forth in the "Conditions of Approval PZ21-00012 (CUP) Running River School" and the "Conditional Use Permit," which conditions will mitigate or remove such potentially negative characteristics and impacts.**

- 2. That, pursuant to Sedona Land Development Code Section 8.3.E(5) and based on the evidence presented in the staff report and through testimony at the public hearings during which the subject application was considered by the Commission, the use requested by the applicant meets the approval criteria applicable to all development applications, including a Conditional Use Permit, in that:**
 - a. The application is in compliance with general review criteria (LDC Section 8.3.E(5)a);**
 - b. There are no prior approvals with which this application must be consistent with (LDC Section 8.3.E(5)b);**
 - c. The application is consistent with the Sedona Community Plan and there are no other plans applicable to the review of this application (LDC Section 8.3.E(5)c);**
 - d. The application is in compliance with the Land Development Code requirements, including the use-specific standards for schools (LDC Section 8.3.E(5)d);**
 - e. As conditioned, the school will not cause significant adverse impacts on surrounding properties. If adverse impacts arise due to the operation of the school, the applicant will be required to work with the City to address the impact (LDC Section 8.3.E(5)e);**
 - f. There are no intergovernmental agreements applicable to this property or this project (LDC Section 8.3.E(5)f);**
 - g. As the application proposes to use an existing building, adverse environmental impacts will be minimized (LDC Section 8.3.E(5)g);**
 - h. The proposal will not result in significant adverse fiscal impacts to the City (LDC Section 8.3.E(5)h);**
 - i. All applicable review agencies have reviewed the project and determined that the existing utilities, services, and improvements are sufficient for the proposed use (LDC Section 8.3.E(5)i);**
 - j. The City's Engineering Department has reviewed the anticipated traffic generation of the proposed use and determined that no additional analysis or mitigation is necessary (LDC Section 8.3.E(5)j)**
 - k. All applicable review agencies have reviewed the project and determined that the existing public services and facilities are sufficient for the proposed use (LDC Section 8.3.E(5)k); and**
 - l. No phasing plan is necessary for the proposed use (LDC Section 8.3.E(5)l).**

Subject to Conditions of Approval with the addition of item 6. The Conditional Use Permit shall expire on July 31, 2025. Prior to the expiration date, the applicant or property owner may file a renewal application of the Conditional Use Permit. The application shall be reevaluated based on consistency with City ordinances, the conditions of approval, and compatibility with the surrounding area, and 7. After hours use by the school shall be limited to use of the interior of the building and building patios. After hours use of the exterior of the site by the school, with the exception of the parking of vehicles, shall be reviewed by staff, which may require review and approval of a Temporary Use Permit.

Chair Levin requested a second to the motion as amended.

Commissioner Furman seconded the motion with amended Conditions of Approval.

VOTE: Motion carried six (6) in favor (Braam, Furman, Gajewski, Levin, Wiehl and Zonakis) and one (1) opposed (Hosseini).

Vice Chair Hosseini stated that her no vote is not at all to do with the granting of a Conditional Use Permit, it only has to do with the date on it, which she thinks is overly generous and unnecessary based on their proposed timeline, but she doesn't think it is the ideal location for a school and would like to see it wrapped up sooner than 2025.

6. FUTURE MEETING DATES AND AGENDA ITEMS

- a. Tuesday, October 5, 2021**
- b. Tuesday, October 19, 2021**

Cari indicated that on October 5th we will bring a kick-off for the Sedona Community Plan. We're starting that process; we have to update it every 10 years. It hasn't been 10 years, but we want to ensure that a new one is adopted before 10 years, so we are starting the process and as part of that, Mike and Cynthia will be here, and we can probably talk more about the CFA process and how it might be wrapped into the new Community Plan. We will make sure you can have both discussions. Also, Commissioner Furman had emailed us some procedural questions that he wanted on the agenda. Chair Levin added that she had heard from Vice Chair Hosseini similarly about what is appropriate content for declaring a nay vote. Kurt Christianson indicated they would be the Commission's operating procedures and Cari added that we can do a general agenda item about discussion regarding P&Z Operating Rules and Procedures. Chair Levin stated that it may have to be for possible action.

Cari asked Commissioners to email staff in the next couple of days if there are any additional questions, so we can put together some information for that meeting, and Chair Levin requested that staff send out the operating procedures.

Commissioner Furman pointed out that we do have new members and requested an overall review of our procedures.

Cari indicated that we don't have anything for the 19th at this time.

7. 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 Planning and Zoning Commission 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.

8. ADJOURNMENT

Chair Levin adjourned the meeting at 7:13 p.m. without objection.

I certify that the above is a true and correct summary of the actions of the Planning & Zoning Commission in the meeting held on September 21, 2021.

Donna A. S. Puckett, *Administrative Assistant*

Date

Conditions of Approval

PZ21-00012 (CUP) Running River School
As approved by Planning and Zoning
Commission, 9/21/2021



City of Sedona

Community Development Department

102 Roadrunner Drive Sedona, AZ 86336

(928) 282-1154 • www.sedonaaz.gov/cd

1. The use shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all supporting documents, as reviewed, modified, and approved by the Planning and Zoning Commission. Proposed changes in operation or activities to the approved Conditional Use Permit determined to be substantial by the Community Development Director shall require reconsideration by the Planning and Zoning Commission at a public meeting.
2. The applicant shall ensure that the use is operating in compliance with the Land Development Code requirements and applicable conditions of approval. In the event that any unforeseen problems or nuisances arise due to the operation of this use, City may require additional measures to be taken by the permit holder to correct the violation, problem, or nuisance. If a satisfactory solution is not found, City Staff may initiate proceedings to revoke the CUP.
3. Within thirty days of approval of the Conditional Use Permit, the applicant shall apply for the required Tenant Occupancy Permit, and diligently pursue issuance of the Certificate of Occupancy required for legal operation of this use.
4. If City Staff determines that traffic is impacting the neighborhood beyond anticipated levels, the applicant shall work with the City to address the impact, including, but not limited to, implementing a carpool program.
5. Within thirty days of approval of the Conditional Use Permit, the property owner of record of subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Conditional Use Permit.
6. The Conditional Use Permit shall expire on July 31, 2025. Prior to the expiration date, the applicant or property owner may file a renewal application of the Conditional Use Permit. The application shall be reevaluated based on consistency with City ordinances, the conditions of approval, and compatibility with the surrounding area.
7. After hours use by the school shall be limited to use of the interior of the building and building patios. After hours use of the exterior of the site by the school, with the exception of the parking of vehicles, shall be reviewed by staff, which may require review and approval of a Temporary Use Permit.

Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects



City Of Sedona
Community Development Department
 102 Roadrunner Drive Sedona, AZ 86336
 (928) 282-1154 • www.sedonaaz.gov/cd

Application for (check all that apply):

- Conceptual Review
 Comprehensive Review
 Appeal
 Time Extension
 Community Plan Amendment
 Development Review
 Subdivision
 Minor Modification
 Zone Change
 Conditional Use Permit
 Variance

Project Information	Project Name	APPEAL OF CONDITIONAL USE PERMIT RUNNING RIVER SCHOOL		
	Project Address	580 BREWER ROAD	Parcel No. (APN)	(CHRIST CENTER WESLEYAN CHURCH) 401200266
	Primary Contact	EILEEN A. GRANT AND EILEEN GRANT JR.	Primary Phone	(928) 254-0701
	Email	grantceltic@aol.com	Alt. Phone	(928) 282-9327
	Address	630 BREWER ROAD	City/State/ZIP	SEDONA, AZ 86336
Office Use Only	Application No	APPE 21-00001	Date Received	10/5/2021
	Received by	Cari	Fee Paid	\$750

Project Description	APPEAL OF CONDITIONAL USE PERMIT RUNNING RIVER SCHOOL / CHRIST CENTER WESLEYAN CHURCH
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Additional Contact Information: Please complete the following for all companies/people authorized to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company		Contact Name	CHRISTA FAHMI
	Project Role		Primary Phone	(928) 821 0893
	Email	Chris.fahmi@gmail.com	Alt. Phone	
	Address	10 SUGARLOAF DRIVE	City/State/ZIP	SEDONA, AZ 86336
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	

City of Sedona
Attn: Cari Meyer (And All Those Involved With This Process)
102 Roadrunner Dr.
Sedona, AZ 86336

October 4, 2021

Dear Ms. Meyer (And To Whom It May Concern),
We are writing this to inform you that we wish to appeal PZ21-00012 (CUP) - Running River School (and Christ Center Wesleyan Church). We disagree with the Planning and Zoning Commission determination on this matter and this matter needs to be reviewed by the Sedona City Council.

Reasons for the appeal include--but, are not limited to--the following....

1) Under 8.4 of the Sedona "Land Development Code" regarding "Development Permits," it states the following with respect to (1) "Purpose" (located beneath "B. Conditional Use Permit"): "...This procedure is intended to ensure compatibility of such uses with surrounding areas and that adequate mitigation is provided for anticipated impacts." Our contention is that compatibility of use with our "surrounding area"/property has not been ensured and that "adequate mitigation" has not been "provided for anticipated impacts."

From (3) under "B. Conditional Use Permit," titled "*Application Submittal and Review Procedure*," "Section 8.3, *Common Review Procedures*," can be accessed. Beneath section 8.3, is "E. Staff Review and Action." Number (5) under "E. Staff Review and Action" states: "**Approval Criteria Applicable to All Development, Subdivision and Rezoning Applications.**"

Finally...small letter "e."--which is "Section 8.3 E(5) e."--cites the following: "(5) e. **Minimizes Impacts on Surrounding Property Owners**
The proposed development shall not cause significant adverse impacts on surrounding properties...." ETC.

The contention of this appeal letter is that the proposed development SHALL cause significant adverse impacts on surrounding properties--and, specifically, on the properties of those immediately requesting this appeal. These significant adverse impacts include--but, are not limited to--increased noise, increased traffic and difficulties with respect to Brewer Road and its intersections, negatively impacted property value of the appellants, potential loss of a tenant who also helps elderly appellant Eileen A. Grant with personal needs. And so forth.... (Additionally, since the Christ Center Wesleyan Church will be collecting rent from the private--not public--school, this is allowing for the creation of a major BUSINESS usage in an old residential neighborhood. And...everyone knows that the granting of a nearly 4-year conditional use permit in this case is not a temporary usage--but, is tantamount to the establishment of a permanent school zone in the Brewer Road, residential neighborhood. As such, the appellants STRONGLY OBJECT to this.)

In addition, Section 8.3 E(5) g. states: "**Minimizes Adverse Environmental Impacts**

The proposed development shall be designed to minimize negative environmental impacts, and shall not cause significant adverse impacts on the natural environment. Examples of the natural environment include...noise, (etc.)..."

Well...even back in 1998--BEFORE the Sedona Charter School/Christ Center Wesleyan Church applied for a conditional use permit--there was a documented noise issue with the small day-care and preschool which occupied the Wesleyan Church. The number of children involved with that operation was far fewer than the "approximately 60" students of the Running River School. (See "Red Rock News," July 15, 1998 "Resident Angry Over Official Mistreatment" for verification that Sedona City planning employees Roger Eastman and John O'Brien attended a meeting on site with immediate residents of the Christ Center Wesleyan Church--at which residents {including appellants Eileen A. Grant and Eileen Grant Jr.} complained "bitterly" of the noise emanating and reverberating daily from the children at the Wesleyan Church.)

Moreover, a cache of documents can be found at the following link which also includes the front of a "Citizen Assistance Form" complaint filed with the City of Sedona (dated 10/18/1999) by appellant Eileen Grant Jr.-- regarding a school which then briefly occupied the Wesleyan Church with a CUP. The complaint cites the fact that, once again, a school claimed that it would be respectful of the neighbors; yet, the neighbors were, indeed, disturbed by the NOISE from the school--which included children screaming and regular WHISTLE BLOWING. (How opportune that the current Staff Report cites Table 3.1 of the LDC and LDC Section 3.3 B(2) including letter C. "Outdoor Bells and Speakers," while WHISTLE BLOWING is, conveniently, absent of mention.) <http://f.sedonaaz.gov/WebLink/DocView.aspx?id=144&dbid=0&repo=COSCLERK>

Further, as touching Section 8.3 E(5) e.-- The Sedona Planning and Zoning Commission did not require any fencing or barriers of any kind between the Christ Center Wesleyan Church (580 Brewer Road) and the property of 630 Brewer Road (and including 10 Sugar Loaf Drive). This, despite the fact that concerns were raised at the 9/21/21 P+Z hearing by the current appellants over concerns that youngsters could stray onto their property. (As was also cited at the 9/21/21 hearing, the Christ Center Wesleyan Church has a witnessed history of allowing unsupervised homeless people on their property to migrate onto the adjacent property of the appellants at 630 Brewer Road.)

Because of the extant Brewer Road traffic issues, the appellants are also concerned with Section 8.3 E(5) j.-- "**Provides Adequate Road Systems and Traffic Mitigation.**"

And...pursuant to 8.3 E(6) e.--"During its consideration, the decision-making body may consider alternative potential conditions...", the Running River School is ALREADY functioning this 2021-2022 school year in locations which do not include the Christ Center Wesleyan Church; consideration should be given to the fact that it continues to be unnecessary for the Running River School to occupy the Wesleyan Church--and that the school can remain in its current configuration until it moves to its stated--and intended--target location in West Sedona. Also, the Running River School is claiming that their target property already has a building on it which just needs to be brought up to code; it does not take @ 4 years for an EXISTING BUILDING to be brought up to code for the school. Therefore, the granting of the nearly-4-year CUP by the Sedona Planning and Zoning Commission is without merit.. (And...the school itself originally told those in the Brewer Road neighborhood that they planned to be in their West Sedona location within the year.)

Links to the applicable Land Development Code sections -

- <https://sedona.municipal.codes/SLDC/8.4.A> and <https://sedona.municipal.codes/SLDC/8.3.E>

2) The appellants are also alarmed that the Staff Report regarding this project does not adequately reflect what occurred with a prior conditional use permit which was granted in June 1999 to the Sedona Christian School--that also included the location of the Christ Center Wesleyan Church on Brewer Road. On page 4 of the Staff Report, "CUP 1999-02: Sedona Christian School" is cited as support for the granting of the current CUP to the Running River School/Christ Center Wesleyan Church. Mentioned is: "...The CUP was approved with a 2-year time frame." What is GLARINGLY ABSENT is the fact that the current appellants were part of a group which mounted a city-wide referendum against the granting of the CUP and, subsequently, filed suit on 9/3/1999 with the Coconino County Superior Court. (That involved case # CV 990448.) Following mediation/deliberations which involved FCH Group (Plaintiffs), the City of Sedona (Defendant) and the Sedona Christian School (Real Party of Interest), a settlement was reached; the school agreed to decamp to a location in West Sedona (this occurred during the first year of the CUP). So...the Staff Report is not telling the entire story by implying that the CUP merely expired and was not renewed at the end of 2 years.

For further substantiation of the referendum and lawsuit in question, please see 9/17/1999 "Red Rock News" article by RRN Staff Writer, Kristen Spees, titled: "City Council Getting Cut By Sword." (You may also scroll down to this article by accessing the aforementioned cache of documents regarding the CUP matters of 1999 <http://f.sedonaaz.gov/WebLink/DocView.aspx?id=144&dbid=0&repo=COSCLERK>)

(We also would have filed similar suit over the granting of the conditional use permit in 1998 to the Sedona Charter School/Christ Center Wesleyan Church. Thank God that the purchase of the Christ Center Wesleyan Church property by the school fell through, as the Wesleyan Church showed absolutely NO REGARD for the desires of our old residential neighborhood at that time. The Wesleyan Church just

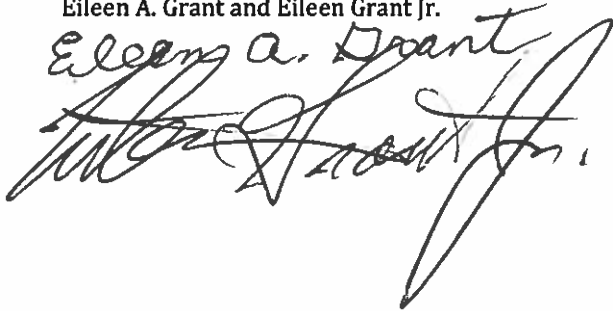
wanted to move away and leave us {next door} and our residential neighborhood with a permanent school of 160-plus students on @ an acre of land. How would you feel if the church-next-door did that to you? The history of the Christ Center Wesleyan Church has not been a trustworthy one.)

These are among the reasons that, again, we are requesting an appeal of PZ21-00012 (CUP) - Running River School (and Christ Center Wesleyan Church).

Thank you for your consideration in this matter.

Sincerely,

Eileen A. Grant and Eileen Grant Jr.

Handwritten signatures of Eileen A. Grant and Eileen Grant Jr. The signature for Eileen A. Grant is written in a cursive style, and the signature for Eileen Grant Jr. is also cursive and appears to be written over or next to the first signature.

Resident angry over official mistreatment

☐ I am angry; I could hardly believe it when I read associate city planner Roger Eastman's comments on the front page of the July 3 *Red Rock NEWS*.

Mr. Eastman stated that the April 16 meeting at the home where my mother and I reside, concerning the issuing of a conditional use permit to the Sedona Charter School, was not in response to a complaint.

He also did not regard the complaints made by my mother, myself and other neighbors at this meeting as official. Moreover, the stack of letters that were sent to the city — at the suggestion of Mr. Eastman — were also not regarded as official complaints. Unbelievable.

Here is what actually transpired: On April 6, at a meeting of the University Women of Sedona, John O'Brien, director of the department of community development, spoke regarding an update in the community plan.

My mother, Eileen Grant Sr., approached Mr. O'Brien at this meeting with complaints about the existing noise situation from the Sedona Christian School Day Care facility and preschool that is located at the Wesleyan Church contiguous to our home.

She was also upset because, while the existing day-care and preschool contain only a handful of children, now the Wesleyan Church was planning to sell the property to the Sedona Charter School, which would install between 160 and 200 kids at the one-acre site.

As a result of her complaints, John

O'Brien and Roger Eastman agreed to meet with my mother, myself, Jean Pierre Chesnel, Francois Geis, Terry Allen and any other concerned Brewer Road residents on the morning of April 16.

At the April 16 meeting, all the residents involved did indeed, as Mr. Eastman admitted, complain bitterly — especially about the existing noise problem from the day-care and preschool. The facility is in a hollow, and the sound travels upward and outward, much the way it would in an amphitheater. In fact, both Mr. Eastman and Mr. O'Brien heard how the sound traveled and reverberated.

They were also taken to the homes of Mr. Geis and Ms. Allen so that they could hear, for themselves, how the noise from the day-care and preschool was a problem at these two locations. The residents expressed extreme concern because the granting of a conditional use permit to the Sedona Charter School to occupy the site would only further exacerbate the already existing problem.

Concerns were also voiced about the other issues involved, including the dangerous traffic situation.

Mr. Eastman advised the group of vocal neighbors that they and others should write letters to the planning and zoning commission, in as much as these would be more effective than the petition we were about to circulate.

At no time did Mr. Eastman advise us that we needed to submit individual, written complaints to the code enforcement office in order to have our concerns regarded as official. Did Mr. Eastman

purposely mislead us?

In addition, at this same April 16 meeting, my mother complained to Mr. O'Brien and Mr. Eastman about a 25-foot high vapor lamp that was immediately below her living room window, on church property, and in violation of code (regulation is 12 feet).

She was not advised by the two gentlemen that she needed to file a written complaint with the city's code enforcement office; yet, this was considered an official complaint by both John and Roger and the city of Sedona as the light was thereafter immediately lowered, and my mother had to make no more formal complaints about this matter.

I am outraged that one complaint made at the April 16 meeting was regarded as official while others were not. In fact, after receiving verbal complaints, a stack of letters and a petition, Roger Eastman stated to the planning and zoning commission at the Sedona Charter School's May 19 hearing for a conditional use permit that, "There have been no complaints filed with the city by the neighbors ..." regarding the noise from the day-care and preschool located at the Wesleyan Church.

Seated next to Mr. Eastman at the hearing was John O'Brien, who at no time corrected Roger Eastman.

Sedona residents were not treated honestly in this matter, and Mr. Eastman wonders if there is enough of a basis for a real court case? What a dismal state of affairs.

Eileen Grant Jr.

Your Opinion

Council disregarded citizen complaints

☐ I am appalled. As a Brewer Road resident I am absolutely appalled that the Sedona City Council overturned the May 4 decision of the planning and zoning commission, and granted a conditional use permit to the Sedona Christian School so that it can take up residence at the Christ Center Wesleyan Church on Brewer Road.

The city council received more than 85 citizen complaint forms from Brewer Road residents who opposed the Wesleyan Church site occupation of the Sedona Christian School.

Despite these, the city council granted the appeal of the Sedona Christian School, even though they are aware that the school has a better place to locate at this time — far from the F- and D-rated intersections of Brewer and Ranger Roads.

The Sedona Christian School has claimed that it has been in danger of closing if not granted this conditional use permit; yet, if it has been in any danger of closing, it is because the Christ Center Wesleyan Church has been preventing the school, since March, from moving to the 9-acre Rigby property in West Sedona.

The Sedona Christian School was on its way to the Rigby property for the 1999/2000 school year. In fact, the conditional use permit they were granted, in order to operate for the past year, was contingent upon them moving to Rigby this fall semester.

The minutes of the May 4 planning and zoning hearing, pages 12-13 reads as follows:

Dr. Minard: "When we came to you last time, the plan was to go to that Rigby property. It has changed in the interim because of the merger of the Sedona Christian Fellowship with Christ Center Wesleyan, which has changed the owner-

ship of that piece of property."

Commission: "So you had planned to be there for the 1999/2000 school year?"

Dr. Minard: "Yes. Sedona Christian Fellowship told us that we would be able to locate the school on that property."

Commission: "...Why can't you use that land at this time?"

Dr. Minard: "We were made an offer, in March, from the Christ Center Wesleyan to use that property (the Wesleyan facility on Brewer Road). When the ownership of the (Rigby) property went to the other church (Wesleyan), they hadn't made us an offer... Until the merger, it was our intent to go there, (Rigby), and we probably would have used modular buildings on that property."

Despite these facts being revealed at the June 22 appeal hearing, when the city council was urged to ask the Wesleyan church officials why they were preventing the move of the Sedona Christian School, the Sedona City Council refused to question those Wesleyan church officials present at the hearing.

Brewer Road residents want to know why this question was neglected by a city council that is also supposed to consider their interests.

It was as if the Sedona City Council didn't want to know anything about it. So, the City of Sedona is, again, dismissing the legitimate concerns and interests of its own citizens. Eighty-five official citizen complaint forms apparently mean nothing, when more than 50 percent of the students of the Sedona Christian School don't even live in the City of Sedona.

In addition, neither the Wesleyan church nor the Sedona Christian School can plead poverty because according to the Church's bulletin of March 21 there was already \$90,586 in the building fund

to be allocated for the Rigby improvements.

Moreover, a total of \$400,000 had been pledged by the parishioners. Thus, even back in March, there was plenty of available funding to help get the Sedona Christian School's portable classroom facility over to the Rigby property.

If there had been an immediate need for even more money, as long-time Brewer Road resident Dorothy Merrill put it, "Let them get a loan like everybody else."

Couldn't they use the nine acres for collateral?

So the entire Brewer Road community is faced with being unnecessarily disrupted by greatly increased traffic difficulties and danger, more noise, lower property values and diminished quality of life, when there is currently a safer place for the school to go.

The Brewer Road residents vehemently oppose the planned installation of speed bumps by the city.

Furthermore, in a *Sedona Red Rock News* article dated June 2, then pastor of the Christ Center Wesleyan Church Kent Linaman had the audacity to call all the Brewer Road residents selfish because they opposed the Sedona Christian School's occupation of his church.

Yet he and the church officials have been the ones, since March, preventing the school's planned move to the Rigby property, thereby threatening the school's closure.

The more than 85 residents of the Brewer Road area want to know why the Christ Center Wesleyan Church officials are holding both the Sedona Christian School and the entire Brewer Road neighborhood hostage. Hey, pharaoh, let the people go.

Eileen Grant Jr.

Young could learn a lot from senior citizens

☐ I wish the young people would lay off seniors and quit blasting them.

For 30 years or more, Sedona was for the retired community only. Janet Napolitano is now declaring safety in Arizona for seniors. Seniors were once young and have just as much right to state their whys and wherefores as

young people.

The young could learn a lot from the old, if they would only listen. To badger old people is a disgrace. There is so much land to have schools. They do not need to be in older people's neighborhoods.

The Indians were here first, then the retired community, so possibly you might

take your chants elsewhere?

There is an element, I've noticed, of real sadistic attitudes toward older people here. And I don't understand the demented attitude toward the old. We all want to be appreciated and the young always turn into old. That's a fact.

Elizabeth Eden

ASPEY, WATKINS & DIESEL P.L.L.C.
123 N. SAN FRANCISCO ST.
FLAGSTAFF, ARIZONA 86001
(520) 774-1478

1 Whitney Cunningham (15016)
2 Stephen A. Thompson (16795)
3 **ASPEY, WATKINS & DIESEL, P.L.L.C.**
4 123 N. San Francisco Street
5 Flagstaff, Arizona 86001
6 Telephone: (520) 774-1478
7 Attorneys for Real Party in Interest

8
9 **IN THE SUPERIOR COURT OF ARIZONA**
10
11 **IN AND FOR THE COUNTY OF COCONINO**

12 FCH GROUP, an Arizona political committee,

Case No. CV 990448

13 Plaintiffs,

**ANSWER OF REAL PARTY IN
INTEREST**

14 vs.

15 CITY OF SEDONA, an Arizona municipal
16 corporation, acting by and through its CITY
17 CLERK, Marie Brown

18 Defendant, and

19 SEDONA CHRISTIAN SCHOOL, a non-
20 profit organization,

21 Real Party in Interest.

22 Real Party in Interest, Sedona Christian School, through counsel undersigned,
23 for its Answer to plaintiff's Complaint hereby admits, denies and alleges as set forth
24 below.

25 Sedona Christian School denies each and every, all and singular, of the
26 allegations contained in the Complaint that are not specifically admitted or otherwise
27 pled to herein.

28 1. Answering paragraph 1, Sedona Christian School is without knowledge or
information sufficient to form a response thereto and accordingly denies same.

1 in defending this matter. Finally, Sedona Christian School prays for such additional
2 relief as the Court deems just and proper under the circumstances of this case.
3

4 **DATED:** October 15, 1999.

5 ASPEY, WATKINS & DIESEL, P.L.L.C.

6
7
8 Whitney Cunningham
9 Stephen A. Thompson
10 Attorneys for Real Party in Interest

11 Copy of the foregoing mailed
12 October 15, 1999, to:

13 Andrew L. de Mars, Esq.
14 Mary Grace McNear, Esq.
15 SACKS TIERNEY P.A.
16 4250 North Civic Center Blvd, 4th Fl.
17 Scottsdale, Arizona 85251-3900
18 Attorneys for Plaintiffs

19 Michael G. Goimarac, Esq.
20 Sedona City Attorney
21 102 Roadrunner Drive
22 Sedona, Arizona 86336
23 Attorneys for Defendant

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In addition to the initial appeal application/packet, the appellant submitted a number of exhibits/supporting documents. Due to file size, they cannot be included in the packet, but are available for review online at the following links:

1. Supplemental Packet (1 of 2)

<https://www.sedonaaz.gov/home/showpublisheddocument/44798/637721339605487025>

2. Supplemental Packet (2 of 2)

<https://www.sedonaaz.gov/home/showpublisheddocument/44820/637721336947332929>



102 Roadrunner Drive Telephone: 928-282-3113
Sedona, Arizona 86336 Fax: 928-204-7105

CITIZEN ASSISTANCE FORM

Date: 10/28/2021 Time: 8:30 am Phone: 928-203-0023
Name: Paula Harvey Alt. Phone: _____
Address: 140 Calle del Viento, Sedona AZ
Email: cfharveys@aol.com

General Description of how we may help you: Oppose the C.U.P at Wesleyan Church and proposed parking hub. It's already a bottleneck of traffic.

Location of Issue: Brewer Rd::Wesleyan Church C.U.P. and proposed parking

To view the status of your report you may visit www.SedonaAZ.gov. Click on Report It!
Then click on Track a Request.

[FOR STAFF USE ONLY]

Report Type:

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| <input type="checkbox"/> Abandoned Vehicle | <input type="checkbox"/> Noise Complaint | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Animal Control | <input type="checkbox"/> Off Road Vehicles | <input type="checkbox"/> Sidewalk Broken/Trip Hazard |
| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Other | <input type="checkbox"/> Street Lighting/Signals |
| <input type="checkbox"/> Drainage | <input type="checkbox"/> Park Concern | <input type="checkbox"/> Street Sign |
| <input type="checkbox"/> Graffiti Reporting | <input type="checkbox"/> Pothole | <input type="checkbox"/> Tree Issue |
| <input type="checkbox"/> Illegal Dumping/Trash | <input type="checkbox"/> Property Violation | <input type="checkbox"/> Water Leak |
| <input type="checkbox"/> Illegal Parking | <input type="checkbox"/> Road Debris | <input type="checkbox"/> Weeds |
| <input type="checkbox"/> Illegal Sign | | |

Comments: _____

By: _____ Date: _____

RECEIVED BY: _____ DATE: _____



102 Roadrunner Drive Telephone: 928-282-3113
Sedona, Arizona 86336 Fax: 928-204-7105

CITIZEN ASSISTANCE FORM

Date: 10/28/2021 Time: 8:30 am Phone: 928-203-0023
Name: Michael Harvey Alt. Phone: _____
Address: 140 Calle del Viento, Sedona AZ
Email: cfharveys@aol.com

General Description of how we may help you: Oppose the C.U.P at Wesleyan Church and proposed parking hub. It's already a bottleneck of traffic.

Location of Issue: Brewer Rd.:Wesleyan Church C.U.P. and proposed parking

**To view the status of your report you may visit www.SedonaAZ.gov. Click on Report It!
Then click on Track a Request.**

[FOR STAFF USE ONLY]

Report Type:

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| <input type="checkbox"/> Animal Control | <input type="checkbox"/> Off Road Vehicles | <input type="checkbox"/> Sidewalk Broken/Trip Hazard |
| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Other | <input type="checkbox"/> Street Lighting/Signals |
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| <input type="checkbox"/> Illegal Sign | | |

Comments: _____

By: _____ Date: _____

RECEIVED BY: _____ DATE: _____



102 Roadrunner Drive Telephone: 928-282-3113
Sedona, Arizona 86336 Fax: 928-204-7105

CITIZEN ASSISTANCE FORM

Date: 10/25/21 Time: 9:38 AM Phone: 602 819 0551
Name: LAURA WAGNER Alt. Phone: _____
Address: 631 BREWER RD SEDONA AZ 86336
Email: LLWAGNER@yahoo.com

General Description of how we may help you: C.I.P. RUNNING River School + Wesleyan Church.
While we supported the C.I.P. initially it was because we were
told it would end by end of 21-22 school year or prior. We have
learned it was approved for almost 4 years, ESCROW did not occur
for 105 NAVATO. The property is off Market.

We also learned the city is responsible for not renewing lease
and turning District into Municipal Court & has city plans for a
PARKING HUB. ALL ON BREWER. The traffic to get to our home of
25 years is already strained without the school, MUNI CT, HUB.

Location of Issue: WESLEYAN CHURCH 580 BREWER Rd Sedona AZ + HUB

WE OPPOSE THE C.I.P. & PARKING HUB ON BREWER

To view the status of your report you may visit www.SedonaAZ.gov. Click on Report (t)
Then click on Track a Request.

RECEIVED
OCT 28 2021

[FOR STAFF USE ONLY]

CITY OF SEDONA
COMMUNITY DEVELOPMENT

Report Type:

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| <input type="checkbox"/> Abandoned Vehicle | <input type="checkbox"/> Noise Complaint | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Animal Control | <input type="checkbox"/> Off Road Vehicles | <input type="checkbox"/> Sidewalk Broken/Trip Hazard |
| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Other | <input type="checkbox"/> Street Lighting/Signals |
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| <input type="checkbox"/> Graffiti Reporting | <input type="checkbox"/> Pothole | <input type="checkbox"/> Tree Issue |
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| <input type="checkbox"/> Illegal Sign | | |

Comments: _____

By: _____ Date: _____

RECEIVED BY: _____ DATE: _____



102 Roadrunner Drive Telephone: 928-282-3113
Sedona, Arizona 86336 Fax: 928-204-7105

CITIZEN ASSISTANCE FORM

Date: Oct. 25, 2021 Time: 2:32 pm Phone: 602 819-4966
Name: Michael Wagner Alt. Phone: _____
Address: 631 Brewer Rd Sedona
Email: Mewagner89@yahoo.com

General Description of how we may help you: Brewer Road Traffic + Noise
I oppose the nearly 4 year P&Z C.U.P. for RUNNING
River School & Wesleyan Church & the proposed
Parking Hub on Brewer
It is already difficult to get to our home with
current traffic.
We bought our home in 1996 for a peaceful
quiet neighborhood. Not a school adjacent for up to
4 years of traffic + noise

Location of Issue: Brewer Rd, Wesleyan Church + Proposed Hub

RECEIVED
OCT 28 2021
CITY OF SEDONA
COMMUNITY DEVELOPMENT

To view the status of your report you may visit www.SedonaAZ.gov. Click on Report It!
Then click on Track a Request.

[FOR STAFF USE ONLY]

Report Type:

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| <input type="checkbox"/> Abandoned Vehicle | <input type="checkbox"/> Noise Complaint | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Animal Control | <input type="checkbox"/> Off Road Vehicles | <input type="checkbox"/> Sidewalk Broken/Trip Hazard |
| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Other | <input type="checkbox"/> Street Lighting/Signals |
| <input type="checkbox"/> Drainage | <input type="checkbox"/> Park Concern | <input type="checkbox"/> Street Sign |
| <input type="checkbox"/> Graffiti Reporting | <input type="checkbox"/> Pothole | <input type="checkbox"/> Tree Issue |
| <input type="checkbox"/> Illegal Dumping/Trash | <input type="checkbox"/> Property Violation | <input type="checkbox"/> Water Leak |
| <input type="checkbox"/> Illegal Parking | <input type="checkbox"/> Road Debris | <input type="checkbox"/> Weeds |
| <input type="checkbox"/> Illegal Sign | | |

Comments: _____

By: _____ Date: _____

RECEIVED BY: _____ DATE: _____



102 Roadrunner Drive Telephone: 928-282-3113
Sedona, Arizona 86336 Fax: 928-204-7105

CITIZEN ASSISTANCE FORM

Date: 10/25/21 Time: Noon Phone: 928-699-3149
Name: Chalyce Murray Alt. Phone: _____
Address: 270 Rim Shadows Dr. Sedona 86336
Email: chuckandchalyce@gmail.com

General Description of how we may help you: I am opposed to the CUP for the school wishing to rent the Wesleyan Church on Brewer Rd. With the parking hub, the court building and the new exit from Flaque page, that's just too much traffic in a small space. The residents already have trouble getting to their homes without the school traffic too.

Location of Issue: Brewer Road

To view the status of your report you may visit www.SedonaAZ.gov. Click on Report It!
Then click on Track a Request.

[FOR STAFF USE ONLY]

Report Type:

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| <input type="checkbox"/> Abandoned Vehicle | <input type="checkbox"/> Noise Complaint | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Animal Control | <input type="checkbox"/> Off Road Vehicles | <input type="checkbox"/> Sidewalk Broken/Trip Hazard |
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Comments: _____

By: _____ Date: _____

RECEIVED BY: _____ DATE: _____ RECEIVED

OCT 27 2021

RESOLUTION NO. 2021-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, AFFIRMING APPROVAL OF A CONDITIONAL USE PERMIT (PZ21-00012 CUP) FOR THE RUNNING RIVER SCHOOL AT 580 BREWER ROAD (CHRIST CENTER WESLEYAN CHURCH).

WHEREAS, Running River School submitted a CUP application in July 2021, which application was amended in August 2021 in response to comments from the public, staff, and review agencies; and

WHEREAS, on September 21, 2021, the Sedona Planning and Zoning Commission ("P&Z Commission") held a public hearing and approved the Conditional Use Permit PZ21-00012 (CUP) for the operation of the Running River School in an existing church building at 580 Brewer Road (Christ Center Wesleyan Church), based on compliance with all ordinance requirements and satisfaction of the Conditional Use Permit findings and applicable Land Development Code requirements as outlined in the Staff Report adopted by motion the P&Z Commission and incorporated as part of their findings; and

WHEREAS, on October 5, 2021, the P&Z Commission's decision regarding the CUP was filed by Eileen A. Grant and Eileen Grant, Jr., pursuant to LDC Section 8.2 (Summary Table of Review Procedures) and LDC Section 8.8.E (Appeal) was appealed to the City Council of the City of Sedona ("City Council").

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

SECTION 1. That, pursuant to Sedona Land Development Code Section 8.4.B and Section 2.5, the proposed location of the conditional use as requested by the applicant, Running River School, is in accordance with the objectives of the Sedona Land Development Code and the Single-Family Residential (RS-10) zoning district in which the site is located and supports the overall purpose to accommodate and preserve medium-density single-family residential uses with limited community and educational uses; that the school use requested by the applicant is specifically allowed subject to a conditional use permit pursuant to LDC Section 3.2.E, Table 3.1, which allows "School, Public or Private," and, that after consideration of the potentially negative operational characteristics and impacts, the applicant's proposed use is appropriate subject to conditions of approval set forth in the "Conditions of Approval PZ21-00012 (CUP) Running River School" and the "Conditional Use Permit," which conditions will mitigate or remove such potentially negative characteristics and impacts.

SECTION 2. That, pursuant to Sedona Land Development Code Section 8.3.E(5) and based on the evidence presented in the staff report and through testimony at the public hearings during which the subject application was considered by the Commission and City Council, the use requested by the applicant meets the approval criteria applicable to all development applications, including a Conditional Use Permit, in that:

- a. The application is in compliance with the general review criteria (LDC Section 8.3.E(5)a);
- b. There are no prior approvals with which this application must be consistent with (LDC Section 8.3.E(5)b);
- c. The application is consistent with the Sedona Community Plan and there are no other plans applicable to the review of this application (LDC Section

- 8.3.E(5)c);
- d. The application is in compliance with the Land Development Code requirements, including the use-specific standards for schools (LDC Section 8.3.E(5)d);
- e. As conditioned, the school will not cause significant adverse impacts on surrounding properties. If adverse impacts arise due to the operation of the school, the applicant will be required to work with the City to address the impact (LDC Section 8.3.E(5)e);
- f. There are no intergovernmental agreements applicable to this property or this project (LDC Section 8.3.E(5)f);
- g. As the application proposes to use an existing building, adverse environmental impacts will be minimized (LDC Section 8.3.E(5)g);
- h. The proposal will not result in significant adverse fiscal impacts to the City (LDC Section 8.3.E(5)h);
- i. All applicable review agencies have reviewed the project and determined that the existing utilities, services, and improvements are sufficient for the proposed use (LDC Section 8.3.E(5)i);
- j. The City's Engineering Department has reviewed the anticipated traffic generation of the proposed use and determined that no additional analysis or mitigation is necessary (LDC Section 8.3.E(5)j);
- k. All applicable review agencies have reviewed the project and determined that the existing public services and facilities are sufficient for the proposed use (LDC Section 8.3.E(5)k); and
- l. No phasing plan is necessary for the proposed use (LDC Section 8.3.E(5)l).

SECTION 3. That approval of case number PZ21-00012 (CUP) is subject to the conditions for approval as outlined in the September 21, 2021 staff report, as amended by the P&Z Commission and by City Council.

SECTION 4. That these findings, in Sections 1-2, in addition to the Staff Report and presentations provided to the P&Z Commission and City Council, each of which is incorporated by this reference, provided the factual and legal basis for considering and approving PZ21-00012 (CUP) by the P&Z Commission on September 21, 2021, complied with all applicable ordinance and LDC provisions.

SECTION 5. That the granting of case number PZ21-00012 (CUP), Running River School at 580 Brewer Road (Christ Center Wesleyan Church) is hereby affirmed with conditions, based on compliance with all ordinance requirements and satisfaction of the Conditional Use Permit findings and applicable Land Development Code and Community Plan requirements and the conditions of approval as amended by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 23rd day of November, 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 2749
November 23, 2021
Regular Business**

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

Department	City Clerk
Time to Present	5 minutes
Total Time for Item	15 minutes
Other Council Meetings	12-13-11, 11-27-12, 12-10-13, 11-25-14, 06-23-15, 11-24-15, 08-09-16, 11-22-16, 11-28-17, 04-24-18, 11-27-18, 11-26-19, 11-24-20
Exhibits	A. Proposed Resolution B. Proposed Ordinance

City Attorney Approval	Reviewed 11/16/21 KWC	Expenditure Required	
		\$	0
City Manager’s Recommendation	Approve by resolution and ordinance the updates to the consolidated fee schedule.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

Publication on the City’s internet site of proposed fee changes shall take place at least 60 days prior to adoption of any new fees or increases. The proposed changes to the consolidated fee schedule have been published on the City’s website since September 22, 2021. The proposed revisions to the consolidated fee schedule are set forth in the resolution submitted with this agenda bill. These revisions include the following:

Community Development Department

- a) Community Plan Amendment, Zone Change, Subdivision, Development Review, & Conditional Use Permit
 - Includes two rounds of review by staff (initial review and one re-review). Additional reviews shall be charged an hourly rate of \$50/hour.
 - Rationale: This is the same "fee" used in the building permit section for reviews after the first recheck. This has come up as applicants have been submitting incomplete applications or returning projects without all the comments addressed. In collaboration with Public Works/Engineering, staff concluded that it would be appropriate and beneficial to clarify that the fees being charged do not include endless reviews. The hope that this will lead to better submittals and more timely processing of permits, as this may encourage applicants to submit more complete plans the first time around and to address all outstanding comments when they resubmit.
 - The total hourly cost to the jurisdiction, including supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved results in a range between \$40-\$70/hour with an average of \$56/hour. The rate has been lowered to \$50/hour.
- b) Written Interpretation of the Land Development Code
 - \$350.00 for Residential
 - \$700.00 for Commercial
 - Rationale: When the fees were originally developed for director's interpretations, they were based on more standards questions, such as what setbacks are, whether certain uses are allowed on properties, etc. What is occurring is that many entities wanting to buy commercial properties are asking for research into property history, what was approved in the past, what is permitted now, etc. This involves more research and more time than was contemplated in the current fee. While the residential interpretations are roughly what was anticipated timewise, the commercial interpretations are taking more time and justify a higher fee. Proposed fee for commercial is double what the residential fee is, based on the amount of time they have been taking to prepare.

Parks & Recreation Department

- a) Posse Grounds Hub - when the last Parks & Recreation fee update was done, fees for the rental of the Hub facility were developed for both arts related activities and non-arts related activities; however, the non-arts fees were unintentionally never incorporated into the Consolidated Fee Schedule. This update adds those fees and clarifies what falls under the arts vs non-arts categories.
 - Classes, Workshops, Rehearsals – Arts (dance, music, theater, visual arts) – clarification of use type
 - Performance – Arts (dance, music, theater, visual arts) – clarification of use type
 - Hourly – Non-Arts - This is a new category for non-arts use and fees are equivalent to existing performance-arts fees with the exception of the refundable deposit, which was inadvertently posted as \$100, not \$200. This will be corrected at a later date.
 - Events Rental Fee – Non-Arts - This is a new category for non-arts use. Fees are commensurate with the Events Rental Fees for the Pavilion, based on size and scale of the facility, amenities available, and the impact on facility and staff resources.

Public Works/Engineering Services Department:

- a) Grading Permit, Grading Plan Review, Re-Inspection & Inspection Where No Fee Indicated
- These fees are intended to be adjusted annually for inflation. The increases are based on an approximate 2% inflation factor from January 2020 to January 2021 in the "Construction Cost Index" from Engineering News Record.

If adopted, the proposed changes will take effect on January 1, 2022.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

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

MOTION

I move to: approve Resolution No. 2021-__ creating a public record entitled "2021 Amendments to the Sedona Consolidated Fee Schedule."

(After First Reading)

I move to: approve Ordinance No. 2021-__, adopting proposed changes to the Consolidated Fee Schedule.

RESOLUTION NO. 2021-__

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

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the terms set forth in that document attached hereto as Exhibit A and entitled "2021 Amendments to the Sedona Consolidated Fee Schedule" 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 this 23rd day of November, 2021, by the Mayor and Council of the City of Sedona, Arizona.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
Community Plan Amendment			
<ul style="list-style-type: none"> • Base Fee, Major Amendment • Base Fee, Minor Amendment 	<p>\$5,000.00</p> <p>\$3,500.00</p>	<p>Plus the proportionate share of legal notice costs</p>	<p><u>Includes two rounds of review by staff (initial review and one re-review). Additional reviews shall be charged an hourly rate of \$50/hour.</u></p> <p><u>Rationale: This is the same "fee" used in the building permit section for reviews after the first recheck. This has come up as applicants have been submitting incomplete applications or returning projects without all the comments addressed. In talking with Public Works about this, we thought that it may be appropriate to clarify that the fees that are being charged do not include endless reviews, hoping that this would lead to better submittals and more timely processing of permits, as this may push our applicants to submit more complete plans the first time around and ensure they are addressing all outstanding comments when they resubmit.</u></p>

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
			<u>The total hourly cost to the jurisdiction, including supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved results in a range between \$40-\$70/hour with an average of \$56/hour. The rate has been lowered to \$50/hour.</u>
Zone Change		Includes one work session and one public hearing with the Planning and Zoning Commission and one public hearing with the City Council.	<u>Includes two rounds of review by staff (initial review and one re-review). Additional reviews shall be charged an hourly rate of \$50/hour.</u> <u>Rationale: This is the same "fee" used in the building permit section for reviews after the first recheck. This has come up as applicants have been submitting incomplete applications or returning projects without all the comments addressed. In talking with Public Works about this, we thought that it may be appropriate to clarify that the fees that are being charged do not include endless reviews, hoping that</u>

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
			<p><u>this would lead to better submittals and more timely processing of permits, as this may push our applicants to submit more complete plans the first time around and ensure they are addressing all outstanding comments when they resubmit.</u></p> <p><u>The total hourly cost to the jurisdiction, including supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved results in a range between \$40-\$70/hour with an average of \$56/hour. The rate has been lowered to \$50/hour.</u></p>
<ul style="list-style-type: none"> • Base Fee, Commercial/Mixed Use/Community Facility • Base Fee, Residential/Open Space • Additional Charges <ul style="list-style-type: none"> • Projects Over Two (2) Acres 	<p>\$5,000.00</p> <p>\$2,500.00</p> <p>\$200.00</p>	Per additional acre or portion thereof	

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
Subdivision		Includes two public hearings with the Planning and Zoning Commission (conceptual and preliminary plat), one public hearing with the City Council (preliminary plat), and an administrative approval by the City Council (final plat).	<p><u>Includes two rounds of review by staff (initial review and one re-review). Additional reviews shall be charged an hourly rate of \$50/hour.</u></p> <p><u>Rationale: This is the same "fee" used in the building permit section for reviews after the first recheck. This has come up as applicants have been submitting incomplete applications or returning projects without all the comments addressed. In talking with Public Works about this, we thought that it may be appropriate to clarify that the fees that are being charged do not include endless reviews, hoping that this would lead to better submittals and more timely processing of permits, as this may push our applicants to submit more complete plans the first time around and ensure they are addressing all outstanding comments when they resubmit.</u></p> <p><u>The total hourly cost to the</u></p>

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
		<p>the additional charges from each category are added to the base fee. For example, a mixed-use project with 15,000 square feet of commercial, 20,000 square feet of lodging and 20 multi-family units would pay a fee of \$18,300 (\$2,500 base fee + \$15,000 for square footage exceeding base + \$800 for the 8 units above the base).</p>	<p><u>"fee" used in the building permit section for reviews after the first recheck. This has come up as applicants have been submitting incomplete applications or returning projects without all the comments addressed. In talking with Public Works about this, we thought that it may be appropriate to clarify that the fees that are being charged do not include endless reviews, hoping that this would lead to better submittals and more timely processing of permits, as this may push our applicants to submit more complete plans the first time around and ensure they are addressing all outstanding comments when they resubmit.</u></p> <p><u>The total hourly cost to the jurisdiction, including supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved results in a range between \$40-</u></p>

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
			<u>\$70/hour with an average of \$56/hour. The rate has been lowered to \$50/hour.</u>
<ul style="list-style-type: none"> • Base Fee • Additional Charges <ul style="list-style-type: none"> • Commercial/Lodging Projects Over 5,000 Square Feet • Group Dwellings and/or multi-family projects over 12 units 	<p style="text-align: right;">\$2,500.00</p> <p style="text-align: right;">\$500.00</p> <p style="text-align: right;">\$100.00</p>	<p>Per additional 1,000 square feet or portion thereof</p> <p>Per additional unit</p>	
Conditional Use Permit		Includes one public hearing with the Planning and Zoning Commission.	<u>Includes two rounds of review by staff (initial review and one re-review). Additional reviews shall be charged an hourly rate of \$50/hour.</u> <u>Rationale: This is the same "fee" used in the building permit section for reviews after the first recheck. This has come up as applicants have been submitting incomplete applications or returning projects without all the comments addressed. In talking with Public Works about this, we thought that it may be appropriate to clarify</u>

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2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
			<p><u>that the fees that are being charged do not include endless reviews, hoping that this would lead to better submittals and more timely processing of permits, as this may push our applicants to submit more complete plans the first time around and ensure they are addressing all outstanding comments when they resubmit.</u></p> <p><u>The total hourly cost to the jurisdiction, including supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved results in a range between \$40-\$70/hour with an average of \$56/hour. The rate has been lowered to \$50/hour.</u></p>
<ul style="list-style-type: none"> • Base Fee 	\$2,000.00		
Written Interpretation of the Land Development Code			
<ul style="list-style-type: none"> • Base Fee 	\$350.00		<p><u>\$350.00 for Residential</u> <u>\$700.00 for Commercial</u> <u>Rationale: When we originally</u></p>

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>COMMUNITY DEVELOPMENT</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
			<p><u>discussed director's interpretations, it was generally for more standards questions, such as what setbacks are, whether certain uses are allowed on properties, etc. What we have seen is that many entities wanting to buy commercial properties are asking for research into property history, what was approved in the past, what is permitted now, etc. This involves more research and more time than was contemplated in the current fee. While the residential interpretations are roughly what we had anticipated timewise, the commercial interpretations are taking more time and justify a higher fee. Proposed fee for commercial is double what the residential fee is, based on the amount of time they have been taking to prepare.</u></p>

EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE

PARKS AND RECREATION			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
Posse Grounds Hub (4,522 SF)			
Classes, Workshops, Rehearsals – Arts (dance, music, theater, visual arts)			Clarification of use type
Renter Providing Free to Participants or Donations Only			
<ul style="list-style-type: none"> Non-profit/Individual 	\$10 per hour \$100 refundable deposit \$50 refundable per key deposit		
<ul style="list-style-type: none"> Profit/Business 	\$15 per hour \$100 refundable deposit \$50 refundable per key deposit		
Renter Charging Cost to Participants or Required Donations			
<ul style="list-style-type: none"> Non-profit/Individual 	\$18 per hour \$100 refundable deposit \$50 refundable per key deposit		
<ul style="list-style-type: none"> Profit/Business 	\$23 per hour \$100 refundable deposit \$50 refundable per key deposit		
Performance – Arts (dance, music, theater, visual arts)		10% discount on up-front payments on a series (4 or more) of the same category of event	Clarification of use type

**EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE**

<u>PARKS AND RECREATION</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
Free to Spectators or Donations Only			
<ul style="list-style-type: none"> Non-profit/Individual 	\$17.50 per hour; \$210 per day \$200 refundable deposit \$50 refundable key deposit		
<ul style="list-style-type: none"> Profit/Business 	\$26.25 per hour; \$315 per day \$200 refundable deposit \$50 refundable key deposit		
Renter Charging Cost to Spectators			
<ul style="list-style-type: none"> Non-profit/Individual 	\$31.50 per hour; \$378 per day \$200 refundable deposit \$50 refundable key deposit		
<ul style="list-style-type: none"> Profit/Business 	\$40.25 per hour; \$483 per day \$200 refundable deposit \$50 refundable key deposit		
<u>Hourly – Non-Arts</u>			<u>This is a new category for non-arts use and fees are equivalent to existing Performance-Arts fees.</u>
<ul style="list-style-type: none"> <u>Non-profit/Private parties/Organizations</u> 	<u>\$17.50 per hour</u> <u>\$100 Refundable Deposit</u> <u>\$50 per key - Refundable Deposit</u>		
<ul style="list-style-type: none"> <u>Profit/Business</u> 	<u>\$26.25 per hour</u> <u>\$100 Refundable Deposit</u> <u>\$50 per key - Refundable Deposit</u>		

EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE

<u>PARKS AND RECREATION</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
<u>Events Rental Fee – Non-Arts</u>			<u>This is a new category for non-arts use. Fees are consistent with the Events Rental Fees for the Pavilion and Recreation Room, based on extended use of space and the impact on facility and staff resources.</u>
<ul style="list-style-type: none"> • <u>Non-profit</u> 	<u>\$250 Day Rental (up to 7 hours), \$300 Extended Hours (over 7 hours)</u> <u>\$300 Refundable Deposit</u> <u>\$50 per key - Refundable Deposit</u>		
<ul style="list-style-type: none"> • <u>Private parties/organizations or Profit/Business</u> 	<u>\$370 Day Rental (up to 7 hours), \$445 Extended Hours (over 7 hours)</u> <u>\$300 Refundable Deposit</u> <u>\$50 per key - Refundable Deposit</u>		

EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE

<u>PUBLIC WORKS/ENGINEERING SERVICES</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
Grading Permit			<u>The rationale for the following increases is based on an approximate 2% inflation factor from January 2020 to January 2021 in the "Construction Cost Index" from Engineering News Record. Additional detailed information can be found here.</u>
• 51 – 100 CY	\$19		<u>\$19.50</u>
• 101 – 1,000 CY	\$37 for the first 100 CY	Plus \$19 for each additional 100 CY or fraction thereof	<u>\$38 for the first 100 CY, Plus \$19.50 for each additional 100 CY or fraction thereof</u>
• 1,001 – 10,000 CY	\$208 for the first 1,000 CY	Plus \$19 for each additional 1,000 CY or fraction thereof	<u>\$213.50 for the first 1,000 CY, Plus \$19.50 for each additional 1000 CY or fraction thereof</u>
• 10,001 – 100,000 CY	\$379 for the first 10,000 CY	Plus \$21 for each additional 10,000 CY or fraction thereof	<u>\$389 for the first 10,000 CY, Plus \$23.50 for each additional 10,000 CY or fraction thereof</u>
• 100,001 – 200,000 CY	\$589 for the first 100,000 CY	Plus \$21 for each additional 10,000 CY or fraction thereof	<u>\$600.5 for the first 100,000 CY, Plus \$21.5 for each additional 10,000 CY or fraction thereof</u>
• 200,000 CY +	\$799 for the first 200,000 CY	Plus \$26 for each additional 10,000 CY or fraction thereof	<u>\$815.5 for the first 200,000 CY, Plus \$26 for each additional 10,000 CY or fraction thereof</u>
Grading Plan Review			

EXHIBIT A
2021 AMENDMENTS TO THE SEDONA CONSOLIDATED FEE SCHEDULE

<u>PUBLIC WORKS/ENGINEERING SERVICES</u>			
Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Fee or Increase and Report/Data
• 101 – 1,000 CY	\$39		<u>\$40</u>
• 1,001 – 10,000 CY	\$54		<u>\$55</u>
• 10,001 – 100,000 CY	\$59 for the first 10,000 CY	Plus \$11 for each additional 10,000 cubic yards or fraction thereof	<u>\$60 for the first 10,000 CY, Plus \$11.20 for each additional 10,000 CY or fraction thereof</u>
• 100,001 – 200,000 CY	\$158 for the first 100,000 CY	Plus \$7 for each additional 10,000 cubic yards or fraction thereof	<u>\$160.80 for the first 100,000 CY, Plus \$7.20 for each additional 10,000 CY or fraction thereof</u>
• 200,000 CY +	\$228 for the first 200,000 CY	Plus \$4 for each additional 10,000 cubic yards or fraction thereof	<u>\$232.80 for the first 200,000 CY, Plus \$4 for each additional 10,000 CY or fraction thereof</u>
• Additional Meetings	\$73 per hour – 1 hour minimum		<u>\$75 per hour – 1 hour minimum</u>
• Additional Plan Review	\$55 per hour – 1 hour minimum		<u>\$56 per hour – 1 hour minimum</u>
• Inspection Outside Business Hours	\$65 per hour – 2 hour minimum		<u>\$66 per hour – 2 hour minimum</u>
• Re-Inspection	\$73 per hour – 1 hour minimum		<u>\$75 per hour – 1 hour minimum</u>
• Inspection Where No Fee Indicated	\$55 per hour – 1 hour minimum		<u>\$56 – 1 hour minimum</u>

ORDINANCE NO. 2021-__

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

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

Section 1: Adoption of Consolidated Fee Schedule

That document made a public record by Resolution 2021-__ and entitled "2021 Amendments to the Sedona Consolidated Fee Schedule" is hereby incorporated and approved and all amendments to the Consolidated Fee Schedule set forth therein will become effective on January 1, 2022, or when as so indicated in the schedule.

Section 2: Repeal

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

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona,
Arizona, this 23rd day of November, 2021.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2748
November 23, 2021
Regular Business**

Agenda Item: 8c

Proposed Action & Subject: Discussion/possible action regarding the approval of a five-year service agreement with MV Transportation Inc. for the provision of Trailhead Shuttle & Microtransit services.

Department	City Manager
Time to Present	15 Minutes
Total Time for Item	60 Minutes
Other Council Meetings	5/11/2021, 8/10/2021
Exhibits	A. Contract for Operation of City of Sedona’s Trailhead Shuttle & Microtransit Service - RFP #PT-21-1.

City Attorney Approval	Reviewed 11/16/21 KWC	Expenditure Required	
		\$	265,175 - FY22
City Manager’s Recommendation	Approve a five-year service agreement with MV Transportation Inc. to operate the Trailhead Shuttle & Microtransit services.	Amount Budgeted	
		\$	384,950 - FY22
		Account No.	52-5620-93-6405
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: In March 2021 as the parking situation continued to deteriorate at some of the most popular trailhead locations within the City limits, City staff began to explore the potential of deploying a trailhead shuttle network to improve public safety, mitigate traffic congestion, and reduce illegal parking in and around some of these more heavily impacted areas.

While initially proposed in the January 2020 *Sedona Area Transit Implementation Plan*, trailhead shuttles had not been contemplated until four or five years after the plan’s adoption. However, staff held that the situation may justify a need to accelerate the trailhead shuttle program.

On May 11, 2021, the Council received a proposal from staff to deploy a series of trailhead shuttle routes and a Microtransit on-demand shared-ride public transit service. City staff suggested that these services could begin in March of 2022 thus supporting the peak tourist season. The Council provided direction at that meeting to proceed with the project understanding that several elements would need to come together to meet that deadline, not the least of which was to: procure the transit vehicles, explore alternative shuttle park & ride locations, and hire a qualified contractor to operate the services.

On August 10, 2021, the Council approved the purchase of five hybrid medium duty transit buses which are currently scheduled to be delivered to the City in late December 2021 or early January 2022.

Staff is currently in lease negotiations to establish suitable shuttle park & ride locations that could serve the SR 89A and SR 179 corridors. Additionally, staff anticipates that the USFS will issue the City a *General Use Permit* in January allowing shuttle access with established stop locations at the respective trailheads.

The Trailhead Shuttle service is scheduled to be operational on March 10, 2022. Due to vehicle manufacturing delays, it is anticipated that the Microtransit service may be delayed to July of 2022.

RECOMMENDATION:

Authorize staff to execute an exclusive five (5) year service agreement with MV Transportation Inc. to operate the following services:

- 1) Trailhead Shuttle Services: Annual Service Hours = Approximately 9,140
- 2) Microtransit Service - Annual Service Hours = Approximately 7,660

Should Council approve this recommendation, staff will execute an exclusive five-year service agreement with MV Transportation Inc. The contract will go into effect on March 1, 2022 and expire on February 28, 2027. There is an option to extend this contract by mutual agreement for up to two (2), two-year periods. If exercising the option(s) is beneficial to the City, staff will bring this matter back to the Council for further review and action.

FISCAL IMPACT:

Approximately \$6,700,000 over five (5) years. The operating expense for these services will primarily be funded by local transportation sales tax and other general funds; however, staff will apply for Federal operating assistance through the *5311 Formula Grant Funding* program for rural areas, along with other Federal and State funding opportunities as they become available. It is important to note that both local and State funds can be used to leverage Federal funds to operate eligible public transit services.

DISCUSSION:

On August 20, 2021, staff published a Request for Proposal (RFP) to seek proposals from qualified service providers to operate the aforementioned transit services. On October 8, 2021, staff received responsive proposals from the following firms: Ace Parking, Downtowner LLC, ECHO AFC Transportation, First Transit Inc., RATP Dev USA, and MV Transportation Inc.

An Evaluation Committee comprised of the following individuals was formed to evaluate the proposals: Economic Development Director - City of Sedona, Economic Development Specialist - City of Sedona, Executive Director - Verde Valley Caregivers Coalition, Transit Administrator - City of Sedona, Transit Manager - City of Prescott Valley.

The evaluation criteria and the weighted scoring that was used to evaluate each proposal is shown below:

CRITERIA	WEIGHT
Overall pricing proposed for the project	35
Proposal Quality & Content: Ability to meet or exceed City's requirements as expressed in the submitted proposal.	35
Financial Qualifications.	5
Business References.	5
Project Manager and Staff Qualifications and Experience.	20

Each firm could be awarded a maximum of 100 points based upon the established scoring criteria. The following represents the average score awarded to each firm by the Evaluation Committee.

Firm	Average Score
MV Transportation Inc.	89.1
First Transit Inc	80.5
ECHO AFC	76.5
RATP Dev USA	73.2
Ace Parking	68.0
Downtowner	65.7

Price Proposals:

The RFP was structured to require each respondent to submit a fixed price for each year of the five-year contract term. Using the average rate over the five-year period, the following table shows the ranking (*lowest to highest bid*) of each firm based on price only:

Firm	Variance from Lowest Bid
ECHO AFC	<i>Low Bid</i>
MV Transportation Inc.	17.1%
Ace Parking	20.1%
Downtowner LLC	23.9%
First Transit Inc	48.3%
RATP Dev USA	49.8%

CONCLUSION: Based upon the final evaluation of each written and cost proposal submitted, MV Transportation Inc. has demonstrated that their firm is the best-qualified and most cost-effective respondent based upon the established evaluation criteria.

Specific details relating to the scope of work and other contractual requirements can be found within Exhibit A to this document.

A timely award and *Notice to Proceed* for this contract will be required to provide MV Transportation with sufficient lead time to recruit and train its Coach Operators and to establish operations in advance of the March 2022 trailhead shuttle service implementation date.

Community Plan Consistent: Yes - No - Not Applicable

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

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

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve a five-year service agreement with MV Transportation Inc. to operate the Trailhead Shuttle & Microtransit services, subject to approval of the City Attorney.

**CONTRACT
FOR OPERATION OF
CITY OF SEDONA’S TRAILHEAD SHUTTLE AND MICROTRANSIT
SERVICE
PURSUANT TO
RFP # PT-21-1**

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**CONTRACT
FOR OPERATION OF
CITY OF SEDONA'S TRAILHEAD SHUTTLE AND MICROTRANSIT
SERVICE
PURSUANT TO
RFP # PT-21-1**

This Contract for Operation of City of Sedona's Trailhead Shuttle and Microtransit Service pursuant to RFP # PT-21-1 ("Contract") is entered into this ____ day of _____, 2021, by and between the City of Sedona, an Arizona municipal corporation ("CITY"), and MV Transportation, Inc., a California corporation ("CONTRACTOR"). CITY and CONTRACTOR are each a "Party" to the Contract or together are "Parties" to the Contract.

RECITALS

- i. CITY has caused specifications, and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and issued RFP# PT-21-1 ("RFP") for transit services, to which CONTRACTOR provided a response ("Proposal").
- ii. CITY selected CONTRACTOR's Proposal as being in the best interest of CITY and wishes engage CONTRACTOR in providing the services described in the RFP and Proposal.

In consideration of the reciprocal promises contained in the Contract, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree as follows:

TERMS & CONDITIONS

1. SCOPE OF WORK:

The CONTRACTOR will provide the necessary staff, services and associated resources to provide the CITY with the services and obligations described herein. CONTRACTOR will be responsible for all costs and expenses incurred by CONTRACTOR that are incident to the performance of the Scope of Services unless otherwise stated in the Contract. Except for vehicles and adequate workspace, CONTRACTOR will supply all equipment and instrumentalities necessary to perform the Scope of Service. All services described within the scope of services shall be provided with CITY owned vehicles. CONTRACTOR shall provide the following services:

1.1. TRAILHEAD SHUTTLE SERVICES:

1.1.1 The Trailhead Shuttle service shall consist of four (4) separate fixed route lines providing services to some of the CITY's most popular trailheads. Specific information on each of these routes can be found in Appendix A of RFP PT-21-1.

1.1.2 The CONTRACTOR shall provide service on one hundred percent (100%) of all scheduled service days, and endeavor to complete one hundred percent 100% of all scheduled trips.

1.1.3 CITY service schedules are subject to change. Unless the schedule change is of an emergency nature, CITY shall notify the CONTRACTOR in writing of any schedule changes in advance.

1.1.4 The CONTRACTOR shall maintain the following on-time performance standards for all fixed route bus service (CITY reserves the right to make changes in these performance standards after consultation with the CONTRACTOR and/or evaluation of the performance of the service):

1.1.4.1 Based on CITY's on-time performance standards, early arrivals / delayed departures are those in which:

- a) The transit vehicle arrives earlier than 5 minutes before the published time point.
- b) The transit vehicle departs later than 3 minutes after the published time-point.

1.1.4.2 The CONTRACTOR shall make every reasonable effort to depart designated time-points no more than three (3) minutes after the published schedule.

- a) Exception: Trailhead shuttles may automatically hold for two (2) minutes for scheduled connecting services, (e.g., MicroTransit, other trailhead shuttles) *Note: If the Coach Operator sees the connecting line on approach, they may hold longer to allow connecting passengers to board and complete their connection.*

1.1.4.3 CONTRACTOR shall time all scheduled departures by referencing CITY system time, which is displayed on the Mobile Data Terminal provided by CITY as part of its Advanced Communications System, (ACS).

1.1.4.4 CONTRACTOR shall not depart any time point earlier than the published schedule.

1.1.4.5 CONTRACTOR shall operate all fixed-route schedules according to the published schedule.

1.1.5 Passengers on fixed-route lines are to be picked up and dropped off only at designated CITY bus stops.

1.1.6 CONTRACTOR shall ensure that 100% of all passengers are counted or tallied on the driver's mobile data terminal system for all cash and coin transactions and as otherwise required.

1.2 MICROTRANSIT SERVICE:

1.2.1 The CITY Microtransit service shall provide an App based on-demand shared ride service using up to three (3) Microtransit vehicles. The service area shall include West and Uptown Sedona, the Tlaquepaque shopping village, with connections to the trailhead shuttle exchanges. Specific information on this service can be found in Appendix A.

1.2.2 CONTRACTOR shall provide same day service for all MICROTRANSIT trip requests.

1.2.3 The CONTRACTOR shall make every reasonable effort to accommodate 100% of all trip requests.

1.2.3.1 CONTRACTOR shall not develop a pattern or practice of denying trips.

1.2.4 The CONTRACTOR shall make every reasonable effort to ensure that all CITY MICROTRANSIT vehicles arrive to pick up pre-scheduled passengers no more than five (5) minutes before and no more than five (5) minutes after the requested pick-up time.

1.2.4.1 CONTRACTOR shall not develop a pattern or practice of early or late arrivals at point of pick up.

1.2.4.2 CONTRACTOR and CITY shall continuously monitor on time performance data as provided by CITY'S Microtransit software platform and shall work together to improve overall on time performance.

1.2.5 CONTRACTOR shall ensure that 100% of all passengers are counted or tallied on the driver's mobile data terminal system for all cash and coin transactions and as otherwise required.

1.2.6 CITY MICROTRANSIT service requests shall be taken on a first come first serve basis. There is no minimum advanced notice requirement to schedule a MICROTRANSIT trip.

1.2.7 CONTRACTOR shall document all trip denials for MICROTRANSIT service requests. Trip denials are defined as service requests that could not be accommodated within 60 minutes prior to or after the requested pick-up time.

1.3 SPECIAL EVENTS, EMERGENCY / DISASTER RESPONSE, AND OTHER AD HOC SERVICES:

1.3.1 CONTRACTOR shall provide additional transportation services for various special events and during other special events to include:

a) Parade events.

- b) Transportation for government / elected officials.
- c) Transportation services for transit related business.
- d) Supplemental service that is in support of various local events.
- e) Emergency preparedness & response exercises
- f) Response to civil emergencies and disasters.
- g) Other ad hoc events as required.

1.3.1.1 With the exception of emergency response requests, CITY shall provide CONTRACTOR with reasonable notice when such services are required.

1.3.2 CONTRACTOR shall be required to provide emergency transportation services upon request within the CITY's service area, or within the region if required. These types of requests could be for any of the following:

- a) Disaster Response: Mass evacuation of residents, and or transportation of first responders to/from impacted areas.
- b) Multi Causality Incidents: Mass transport of the injured to local and out of area hospitals.
- c) Emergency Roadblocks: Coaches to act as temporary roadblocks to establish emergency evacuation routes, or other purposes.

1.3.2.1 CITY shall reimburse CONTRACTOR for additional expenses incurred (e.g., overtime, temporary staffing, lodging, meals etc.) following a response for emergency transportation services. CONTRACTOR shall provide adequate documentation to CITY to justify the additional expenses prior to receiving reimbursement

1.3.3 Should CITY receive a request from a public safety agency to send CITY personnel and resources to an incident to provide emergency transportation services, the CONTRACTOR(s) shall agree to mobilize its workforce, vehicles, and other resources to facilitate a like response as directed by CITY.

1.3.4 CONTRACTOR shall agree to participate in disaster response and preparedness exercises as requested by CITY.

1.4 STAFFING REQUIREMENTS:

1.4.1 The CONTRACTOR shall provide all management, supervision, training, Coach Operators, dispatchers, clerks, service workers, telephone information operators, mechanics, and other personnel necessary to responsibly provide the service.

1.4.1.1 For purposes of clarification, the terms "employee(s)" and "personnel" shall include individuals employed by subcontractors that perform any of the functions described within this scope of work.

1.4.2 CONTRACTOR responsibilities shall include employee recruitment, screening, selection, hiring, training, supervision, employee relations, performance evaluations, retraining and other corrective actions as required to include termination of employment.

1.4.3 CONTRACTOR shall use appropriate screening and selection criteria in order to employ its personnel.

1.4.3.1 The CONTRACTOR shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

1.4.4 CONTRACTOR shall strive to ensure its employees that have contact with the public in the course of their duties are of good moral character. Any CONTRACTOR employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to provide any services described within this RFP on behalf of the CITY.

1.4.5 All personnel involved with this Scope of Work are responsible for the knowledge of the service. All personnel shall maintain a courteous attitude, answering to the best of their ability any questions from the public regarding provisions of service.

1.4.6 During all hours of operation, CONTRACTOR shall provide a person or a service that is able to communicate in Spanish for customer contact via telephone. All revenue Coach Operators must be able to communicate clearly in English.

1.4.7 Employees hired by the CONTRACTOR to provide service shall be the sole employees of the CONTRACTOR. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees as described herein or any reasonable performance standard established by the CITY.

1.4.8 The CONTRACTOR shall be solely responsible for payment of all employees' and/or subcontractors' wages and benefits in connection with their employment and/or in accordance with the payment schedule established for services. CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, employment insurance, social security, and other federal regulations.

1.4.9 CITY shall have the right to demand removal from the project of any personnel furnished by the CONTRACTOR for any reasonable cause.

1.5 CONTRACTOR FIRM & PROJECT MANAGER REQUIREMENTS:

1.5.1 CONTRACTOR firm must have at least five (5) years' experience in performing work under a similar scope and size of the operation(s) as outlined within the scope of work within this RFP.

1.5.2 CONTRACTOR shall assign a Project Manager, subject to the approval of CITY, who shall provide oversight, direction, and supervision for activities described within this scope(s) of work.

1.5.2.1 The Project Manager must possess the necessary experience in public transportation operations to successfully manage the services described within this scope of work.

1.5.2.2 CONTRACTOR's Project Manager must be assigned to and work out of the CONTRACTOR's local base of operations in the CITY. For purposes of this RFP, it is anticipated that the CITY shall provide the CONTRACTOR with a base of operations and administration (excluding vehicle maintenance activities) with adequate CITY space within the City Limits of Sedona.

1.5.2.3 The Project Manager may be required to meet with CITY at least once per week to discuss the service. At all times, the Project Manager or other employee pre-designated and identified to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day operations, including emergency situations, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this scope of work.

1.5.2.4 CONTRACTOR shall assure CITY that the proposed Project Manager designated for this project shall not be replaced or reassigned without the prior written notification to CITY. Should the services of the Project Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for review as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with sufficient notice by the departing employee.

1.5.2.4.1 CITY and CONTRACTOR shall meet and confer on the proposed replacement of the Project Manager, however, ultimately it is incumbent upon the CONTRACTOR to appoint a Manager who is capable of carrying out the required duties of the position.

1.5.2.5 The Project Manager shall have a thorough working knowledge of the ADA, the US Department of Transportation (DOT), the US Federal Transit Administration (FTA), the Arizona Department of Transportation (ADOT), the Arizona Department of Public Safety (ADPS), and CITY, policies and regulations pertaining to the provision of services within this scope of work.

1.5.2.6 The Project Manager shall work collaboratively with CITY in matters of assuring service quality, providing reports and data, responding to comments from customers and the general public, and responding to specific requests for other assistance.

1.5.2.7 As required, the Project Manager shall attend all meetings and hearings pertaining to this service. This may include, but is not limited to, City Council meetings, County Board of Supervisors meetings, and CITY Transportation Advisory Committee (TAC) meetings. Should the Project Manager be unable to attend the Manager shall appoint a staff member to appear as an agent of the CONTRACTOR in his/her place.

1.6 DAILY SUPERVISION REQUIREMENTS:

1.6.1 CONTRACTOR shall provide adequate daily supervision necessary to ensure that its employees and or contractors adhere to all policies, procedures, maintenance activities and other requirements pertaining to the provision of services as specified within this scope of work.

1.7 COMMUNICATIONS CENTER REQUIREMENTS:

1.7.1 Communications Center Hours of Operation:

1.7.1.1 The CONTRACTOR must establish a Communication Center to coordinate and monitor the activities of all services that are required within this scope of work.

1.7.1.2 CONTRACTOR shall ensure that its Communication Center is staffed with qualified personnel whenever a vehicle is operating in revenue service.

1.7.2 Communications Center Personnel:

1.7.2.1 CONTRACTOR shall ensure that all communications personnel are trained to proficiency and prepared to process both requests for CITY MICROTRANSIT service and requests for general system information from customers, including fare requirements, transfers to/from other CITY transit services to provide a seamless resource of system information.

1.7.2.2 CONTRACTOR shall ensure that all dispatchers receive a company orientation as well as a thorough orientation to the CITY's transit system before being assigned to the CONTRACTOR's Communications Center. CONTRACTOR shall ensure that mechanisms are in place for the evaluation of Dispatcher performance, training, and continuing education.

1.7.2.3 CONTRACTOR shall schedule sufficient communications staff to minimize telephone "hold-time".

1.7.2.4 CONTRACTOR shall make every reasonable effort to ensure that customer telephone "hold time" does not exceed two minutes.

1.7.2.5 Communications personnel assigned to the CONTRACTOR's Communication Center must be knowledgeable in all aspects of CITY MICROTRANSIT, as well as all other CITY transit services.

1.7.2.6 CONTRACTOR's communications staff must be adequately trained and scheduled to process the volume of incoming telephone requests for CITY MICROTRANSIT service, accurately enter the required passenger trip information, monitor on time adherence, and appropriately dispatch vehicles.

1.7.3 Communications Center Policies & Procedures:

1.7.3.1 CONTRACTOR shall establish internal policies and standard operating procedures for its Communications Center that shall support the efficient delivery of all services as outlined within this scope of work.

1.7.3.2 CONTRACTOR shall establish policies and procedures to ensure that all services are running on time, which shall include and are not limited to:

1.7.3.2.1 CONTRACTOR shall ensure that its fixed bus route Coach Operators do not depart from any scheduled time point prior to the scheduled departure time.

1.7.3.2.2 CONTRACTOR shall ensure that its fixed bus route Coach Operators do not depart from any scheduled time point after the scheduled departure time unless the late departure is outside of the Operator's control.

1.7.3.2.3 CONTRACTOR shall ensure that its Coach Operators notify the Communications Center on all fixed route and MICROTRANSIT service delays that exceed fifteen (15) minutes.

1.7.3.2.4 CONTRACTOR shall make its best efforts to deploy additional resources to ensure that service is promptly restored, and that on-time performance is maintained.

1.8 DRIVER QUALIFICATIONS, LICENSING, AND CERTIFICATION REQUIREMENTS:

1.8.1 CONTRACTOR employees operating CITY owned revenue vehicles must possess and maintain the following minimum licenses / certifications:

- a) Valid ADOT Class **C** Commercial Driver's License (Passenger Endorsement Required)
- b) Valid ADOT Medical Examiner Certificate

1.8.1.1 CONTRACTOR may be required to certify its employees with a ADOT Class **B** Commercial Driver's License (Passenger Endorsement Required) , should the CITY deploy transit vehicles with a GVWR of 26,001 or more.

1.8.1.2 CONTRACTOR is encouraged to have an Arizona State Certified DOT Tester on staff to complete Class C Commercial required road / skills tests with its employees.

1.8.2 CITY reserves the right to inspect records from the Arizona State Department of Motor Vehicles annually for each driver.

1.8.3 Drivers will be qualified to provide services within this scope of work with the following conditions:

- a) Has no more than two moving violations within the last 12 months
- b) If Class C (CDL) license has ever been suspended, applicant must have one full subsequent year with NO vehicle moving violations
- c) If license has ever been revoked, must have three subsequent years with NO vehicle moving violations

1.8.4 CITY may require additional training, licensing, or certification requirements for CONTRACTOR's personnel throughout the life of the contract. CITY and CONTRACTOR will negotiate the terms and conditions of any additional training or licensing requirements should they be required.

1.9 CONTRACTOR PERSONNEL TRAINING REQUIREMENTS:

1.9.1 CONTRACTOR shall be expected to develop, implement, and update formal training program(s) for all personnel involved with this scope(s) of work. The training program and any subsequent updates shall be submitted to CITY for review and approval.

1.9.2 CONTRACTOR shall provide training and supervision for all personnel involved in providing CITY services. It is the sole responsibility of the CONTRACTOR to ensure that each individual is trained to proficiency on his or her duties and responsibilities and can competently provide the services required within the scope of work.

1.9.3 CONTRACTOR shall provide sensitivity training to all program employees in discrimination in the workplace, human trafficking awareness, prevention of sexual harassment, anti-bullying behavior, anti-violence in the workplace, and the Americans with Disabilities Act.

1.9.4 All employees must operate CITY owned vehicles in accordance with all applicable Federal and State laws, local ordinances, and with due regard for the safety, comfort, and convenience of passengers and the general public.

1.9.5 CONTRACTOR personnel assigned to operate CITY revenue vehicles, shall at a minimum be trained in the following:

- a) Bloodborne pathogens
- b) Company overview – transit policies and procedures, driver handbook
- c) COVID-19 Workplace Health and Safety Training
- d) Customer service
- e) Emergency procedures
- f) Fare collection policies.
- g) National Safety Council Defensive Driving procedures
- h) Passenger assistance/safe lift operation and wheelchair/mobility device securement
- i) Passenger fare collection and classification

- j) Pedestrian awareness
- k) Pre-trip vehicle inspection procedure
- l) Proper Use of Personnel Protective Equipment (PPE)
- m) Responding to accidents and incidents
- n) Route familiarization training
- o) Safe boarding and deboarding of passengers
- p) Sensitivity and disability awareness
- q) US DOT Drug & Alcohol Awareness Training & related Company policies.
- r) Use of CITY's communication system in compliance with CITY policies and procedures.
- s) Use of on-board video surveillance system.
- t) Use of the Advanced Communication System

1.9.5.1 At their sole expense, CONTRACTOR shall provide all PPE equipment to their personnel

1.9.6 Any additional CONTRACTOR in-house training programs/courses must be reviewed and approved by CITY.

1.9.7 CONTRACTOR'S Instructors/trainers must be fully certified by a CITY approved accredited instructor program for the training they provide to the CONTRACTOR's employees. CITY reserves the right to inspect, review, approve and monitor any and all training conducted by CONTRACTOR. This includes, but is not limited to, inspection and review of all training materials, collision investigations and incident data, interviews with all training personnel, and monitoring of training classes

1.10 VEHICLE OPERATOR STANDARD OPERATING PROCEDURES:

1.10.1 Contractor shall ensure that all Vehicle Operator Standard Operator procedures are compliant with all FTA and ADOT requirements.

1.10.2 CONTRACTOR shall develop additional written standard operating procedures and related forms and materials for their Coach Operators, which shall support the following policies and procedures:

1.10.2.1 Operators shall adhere to the fare structure as established by CITY and described in all CITY public information materials.

1.10.2.2 Operators shall be trained to proficiently and accurately classify fares received by CITY including the accurate tally of all passenger boardings.

1.10.2.3 Operators shall comply with all service schedules provided on daily driver's manifest or published fixed route bus schedules.

1.10.2.4 Operators shall complete pre-trip vehicle inspections prior to going into revenue service to ensure all equipment, including the wheelchair lift, is operational.

1.10.2.5 Operators shall complete a post trip vehicle inspection upon completion of each service day.

1.10.2.5.1 Any defects discovered shall be documented on the vehicle defect inspection report, which shall be maintained on each vehicle.

1.10.2.5.2 Operators will check for lost and found items; all windows and hatches closed; cut seats, graffiti, or other acts of vandalism; damages to vehicle interior or exterior not previously noted on the vehicle damage report. CONTRACTOR shall have a secure location for lost and found valuables turned in by Operators.

1.10.2.6 Coach Operators will maintain a supply of current public information materials and have available brochures and other CITY published materials.

1.11 UNIFORM, APPEARANCE, AND PERSONAL APPEARANCE / HYGIENE REQUIREMENTS:

1.11.1 The following uniform and personal appearance/hygiene requirements shall apply for all CONTRACTOR employees operating CITY owned revenue vehicles.

1.11.1.1 CONTRACTOR shall provide at its sole expense all Coach Operators, uniforms that are required for the provision of services within this scope of work.

1.11.1.2 All Coach Operators must be attired in CONTRACTOR provided uniform/patches and maintain a professional appearance.

1.11.1.3 All uniforms articles and the CONTRACTOR'S uniform policy is subject to CITY approval.

1.11.1.4 CONTRACTOR will ensure that designated personnel are provided with new uniforms and shall replace articles that show signs of wear and tear or damage.

1.11.2 CONTRACTOR shall ensure that its employees maintain a professional appearance and observe basic personal hygiene practices. Due to sensitivities among passengers and the general public, (allergies, etc.), the use of strong perfumes and colognes is discouraged.

1.11.3 CONTRACTOR employees shall avoid wearing company issued uniforms during their off-duty hours except while commuting to and from their assigned work location.

1.12 PASSENGER FARES & FARE REVENUE HANDLING:

1.12.1 All passenger fare revenue collected by CONTRACTOR is to be treated as public funds. CITY shall retain all cash and coin, redeemed tickets, or other fare media collected by THE CONTRACTOR.

1.12.2 Passenger fares are subject to change at the sole discretion of CITY.

1.12.3 CONTRACTOR shall charge all passengers the correct and current fare and shall collect the appropriate fare from each passenger for each one-way trip.

1.12.4 All revenue vehicles shall be equipped with Diamond™ non electronic fareboxes.

1.12.5 CONTRACTOR shall maintain an audit trail for all tickets, passes, and cash and coin fares collected.

1.12.6 CONTRACTOR shall reimburse CITY monthly the total passenger cash / coin fares collected during the previous month.

1.12.7 CONTRACTOR shall submit all redeemed fare tickets, passes, or other fare media to CITY on a monthly basis.

1.13 AMERICANS WITH DISABILITY ACT SERVICE REQUIREMENTS:

The Americans with Disabilities Act (ADA) is the Federal civil rights legislation that prohibits discrimination against people with disabilities in several areas, including transportation, public accommodations, and access to state and local government programs and services. The ADA specifically addresses accommodations for persons with disabilities while accessing public transit service. Compliance with the ADA guidelines by the public transit industry is mandatory.

1.13.1 The CONTRACTOR shall ensure compliance with all applicable regulations listed within Title 49 Code of Federal Regulations (CFR) Parts 37 and 38 to include any subsequent amendments while providing all services described within this scope of work. This includes, but is not limited to, the following requirements:

1.13.1.1 The CONTRACTOR shall not discriminate against an individual with a disability in connection with the provision of transportation services.

1.13.1.2 Notwithstanding the provision of any special transportation service to individuals with disabilities, the CONTRACTOR shall not, on the basis of disability, deny to any individual with a disability the opportunity to use the CITY's transportation service if the individual is capable of using that service.

1.13.1.3 The CONTRACTOR shall make every reasonable effort to ensure that designated vehicle priority seating areas are made available to individuals with disabilities. *Note: Coach Operators are required to ask non-disabled passengers to vacate the priority seating area to allow the disabled passenger access; however, the Coach Operator is not required to enforce such requests should the non-disabled passenger refuse to comply with the request.*

1.13.1.4 The CONTRACTOR shall not require an individual with a disability to use designated priority seats if the individual does not choose to use these seats.

1.13.1.5 The CONTRACTOR shall not impose special charges on individuals with disabilities, including those who use wheelchairs.

1.13.1.6 The CONTRACTOR shall not require that an individual with disabilities be accompanied by a Personal Care Attendant.

1.13.1.7 The CONTRACTOR shall permit any individual to use a vehicle's lift or ramp to board or alight the vehicle when requested.

1.13.1.8 The CONTRACTOR shall ensure that audible stop announcements shall be made at least at transfer points with other fixed routes, other major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location. *Note: CITY's Advanced Communications System may provide automatic ADA announcements; however, The CONTRACTOR must have policies and procedures in place to ensure that such announcements are made manually by the coach operator in the event of an automatic enunciator failure.*

1.13.1.9 The CONTRACTOR shall ensure that audible stop announcements are made for any stop at the request of an individual with a disability.

1.13.1.10 The CONTRACTOR shall permit service animals to accompany individuals with disabilities in CONTRACTOR-operated vehicles and facilities per 49 CFR Part 37.167(d).

1.13.1.11 The CONTRACTOR shall ensure that vehicles so equipped be "kneeled" should any passenger request it to board or exit the vehicle.

1.13.1.12 The CONTRACTOR shall ensure that all wheelchairs and mobility aids are secured at four (4) locations prior to initiating transportation. A minimum of three (3) point securement is only permissible when:

- a) the design of the wheelchair or mobility aid only allows it to be secured at three (3) points.
- b) the maximum number of wheelchair securement locations available on the vehicle is three.

1.13.1.13 Passengers are required to permit their wheelchair or mobility aid to be secured; however, they cannot be denied transportation on the sole basis that the device cannot satisfactorily be secured or restrained by the vehicle's securement system.

1.13.1.14 Passengers in mobility aids shall be offered and encouraged to wear a lap belt; however, they shall not be required to do so should they refuse.

1.13.1.15 The CONTRACTOR shall have in place policies and procedures to evaluate requests for reasonable modifications to transit service and shall make reasonable modifications to its transit service to allow a passenger with a disability to access and use the system, per the requirements of 49 CFR Part 37, Section E REASONABLE MODIFICATION REQUESTS, including, but not limited to:

- a) The CONTRACTOR shall make information on how to request reasonable modifications readily available to the public through the same means it uses to inform the public about its other policies and practices.
- b) The CONTRACTOR shall ensure the reasonable modification process is accessible to, and usable by, individuals with disabilities.
- c) The CONTRACTOR shall ensure that requests for reasonable modifications of transit services may be denied only on one or more of the allowable exceptions as stipulated in Appendix E of Section 37.169 of 49 CFR Part 37, Section E.
- d) The CONTRACTOR shall adopt and observe the CITY's process and procedures for receiving, reviewing, and making determinations on requests for reasonable modifications.

1.13.1.16 Reasonable modification requirements shall apply to fixed route, and MICROTRANSIT, and other demand- response services.

1.14 TRANSPORTATION SERVICES DATA & RECORDS:

1.14.1 The CONTRACTOR shall maintain all records and data as requested by CITY.

1.14.2 The CONTRACTOR shall permit authorized CITY representatives to examine all records and data related to CITY transit services upon request or according to the scheduled reporting periods.

1.14.3 All records, data and reports prepared or collected by the CONTRACTOR that are associated with this scope of work shall become property of the CITY. The CITY reserves the right to provide a list of additional reporting requirements as required.

1.15 TRANSPORTATION SERVICES REPORTING REQUIREMENTS:

1.15.1 Situations Requiring Immediate Notification:

CONTRACTOR shall initial immediate notification to CITY should any of the following occur:

1.15.1.1 Any vehicle accident involving a CITY owned vehicle or any passenger injury occurring either on board a CITY owned vehicle or within the vicinity of a CITY owned facility or bus stop. These notifications shall occur without exception regardless of the degree of damage or injuries sustained and shall be followed up with both the CONTRACTOR and Police report(s) as soon as they become available.

1.15.1.2 Any other incident that could constitute a substantial degree of legal or civil exposure to the CONTRACTOR or to CITY.

1.15.1.3 CONTRACTOR must inform CITY immediately regarding failure to operate a scheduled route for either a partial or entire day.

1.15.2 Daily Reporting Requirements:

1.15.2.1 CONTRACTOR shall notify CITY in writing of all passenger complaints and commendations received by CONTRACTOR's staff. CONTRACTOR will provide CITY with a written response to each complaint within three working days of receipt of the original the complaint. CONTRACTOR is to include a summary of corrective actions taken in response to each complaint.

1.15.3 Monthly Reporting Requirements:

1.15.3.1 CONTRACTOR shall submit to CITY an accurate summary of the following operating statistics monthly. This report shall be submitted no later than the 15th calendar day of each month and shall reflect the statistics from the previous month:

- a) Total number of passenger boardings by service mode, summarized by Weekday, Saturdays, Sundays.
- b) Total number of vehicle revenue hours by service mode, summarized by Weekday, Saturdays, Sundays.
- c) Total number of vehicle revenue miles by service mode, summarized by Weekday, Saturdays, Sundays.
- d) Total number of service miles (to include deadhead miles) for each CITY owned vehicle.
- e) Total number of service delays by service mode.
- f) Total number of cancelled trips. (Trailhead shuttle service) *Note: CONTRACTOR shall include all associated vehicle revenue hours and miles that were cancelled.*
- g) Total number of completed passenger trips. (CITY MICROTRANSIT services)
- h) Total number of passenger no shows (CITY MICROTRANSIT services)
- i) Total number of trips denials (CITY MICROTRANSIT services)
- j) Total number of passenger complaints by type and mode of service.
- k) Total number of passenger commendations by mode of service.
- l) Total number of preventable vehicle accidents between 100,000 miles traveled involving CITY owned vehicles.
- m) Total number of reported vehicle accidents (both preventable and non-preventable) involving CITY owned vehicles.
- n) Number of delayed or missed mechanically assisted boardings due to lift failures. *(CONTRACTOR should include the total delay to each passenger and what efforts were made to provide alternative transportation)*
- o) Total number of Major Mechanical Road Calls between miles traveled. *These are failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.*
- p) Total number of Other Mechanical Road Calls. *These are failures of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service.*

- q) Total CONTRACTOR full time equivalent (FTE) count for Coach Operators, Maintenance, and administrative personnel.
- r) Summary of CITY owned revenue vehicles used for training purposes to include date, coach number, start / end times, start / end hub odometer readings.
- s) Other reports as deemed necessary by CITY or by State or Federal regulations.

1.15.4 Other Reporting Requirements

1.15.4.1 CONTRACTOR will submit all written reports in electronic PDF format via email, or via a link to a cloud-based storage service.

1.15.4.2 Upon request, CONTRACTOR shall submit any other information as required by the State of Arizona Department of Transportation, Articles 4.0 and 4.5, or the FTA National Transit Database (NTD) (formerly known as Section 15). Designated CONTRACTOR representatives are encouraged to attend the annual FTA - NTD training session to assure compliance with any additional reporting requirements.

1.16 VEHICLE MAINTENANCE REQUIREMENTS:

1.16.1 CONTRACTOR shall use designated CITY owned vehicles for all services provided. CITY shall provide all licenses, registration taxes and certificates required by law for CITY owned vehicles unless otherwise noted herein as being the responsibility of the CONTRACTOR.

1.16.2 CITY shall procure new revenue vehicles for all transit services described within this scope of work.

1.16.2.1 Up to five (5) medium duty 25' twenty passenger buses will be purchased by CITY for the trailhead shuttle service and up to five (5) light duty 22' passenger vans shall be purchased for the Microtransit service.

1.16.2.2 A complete inventory of CITY owned vehicles to be used for the services shall be provided to CONTRACTOR prior to the implementation of services.

1.16.2.3 CONTRACTOR shall be required to submit all initial vehicle warranty documentation on any new vehicle(s) and all warranty claims to the original equipment manufacturer (OEM). CONTRACTOR shall provide CITY information regarding the status of any warranty claims that are under dispute by the OEM.

1.16.3 CONTRACTOR shall not defer preventative or unscheduled maintenance on any CITY owned vehicle without reasonable justification for such deferrals.

1.16.4 CONTRACTOR shall provide a vehicle maintenance plan specific to the CITY owned fleet, including, but not limited to: maintenance staffing and or subcontracted services, preventive maintenance inspection (PMI) schedules, routine cleaning/disinfecting, major repairs, warranty repairs and collision/vandalism damage repairs. Vehicle maintenance, including emissions/exhaust system maintenance will be

performed at regular intervals, and in compliance with OEM requirements and as necessary to keep the vehicles in a safe and reliable condition in compliance with State and Federal emission requirements.

1.16.4.1 CONTRACTOR may utilize outside vendors to perform any or all vehicle maintenance activities, however, said vendors shall comply with all standards, requirements and provisions contained herein.

1.16.5 CONTRACTOR shall develop PMI checklists and PMI mileage schedules as per OEM requirements that are in compliance with the CITY's Vehicle Maintenance plan. CONTRACTOR shall submit preventative maintenance and vehicle inspection checklists to CITY for approval.

1.16.5.1 CONTRACTOR shall complete 80% or greater of all Preventative Maintenance Inspections (PMI) on CITY owned vehicles within the recommended time or mileage interval as specified by the OEM.

1.16.6. Daily routine maintenance activities shall be completed as necessary to keep vehicles well maintained and operating safely. This includes daily servicing (fuel, oil, water, and all fluid levels maintained at proper levels), checking for flats and underinflated tires, adjusting, and replacing mirrors, and daily interior and exterior cleaning and disinfecting.

1.16.7 CONTRACTOR, at its sole cost and expense, shall provide all, lubricants, repairs, cleaning, parts, tires, supplies, labor, maintenance, and component rebuilding and/or replacement as required for the safe and reliable operation of all equipment pursuant to this contract.

1.16.7.1 All parts, materials, tires, lubricants, fluids, oils, and procedures used by CONTRACTOR on all CITY owned vehicles, and equipment shall meet or exceed OEM specifications, standards, and requirements.

1.16.7.2 CITY shall reimburse CONTRACTOR for all fuel expense on a monthly basis. CONTRACTOR shall submit to CITY a detailed accounting of fuel consumption and expense on a monthly basis.

1.16.8 CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles, including servicing of emissions/exhaust systems, to be used to perform this contract in strict conformity to requirements of the OEM, emissions/exhaust systems manufacturers, Arizona Department of Transportation, and applicable local, State and Federal regulations and requirements.

1.16.9 CONTRACTOR shall complete work orders for any maintenance task performed on CITY owned vehicles, whether the work is performed by Contractor's employees or other vendors. Hard copies of work orders shall be provided to CITY upon request and work orders shall be legible, comprehensible and at a minimum clearly indicate work completed, defect/repair findings (as appropriate), labor hours and parts used and repair cost as applicable.

1.16.10 CONTRACTOR shall be liable for any damages while they have control of CITY owned vehicles. Fair wear and tear is acceptable. Damages or unserviceable conditions due to contractor negligence shall be repaired by CONTRACTOR at their sole expense.

1.16.11 CONTRACTOR shall ensure that all wheelchair lift-related equipment be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.

1.16.12 CONTRACTOR is responsible for tire replacement and balancing, wheel mounting and dismounting on the vehicles.

1.16.13 CONTRACTOR shall maintain brake systems so as to minimize brake noise. Each rotor shall be turned or replaced (if needed) following brake pad replacement to ensure that the new pad has an even surface for better adherence and even wear.

1.16.13.1 Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.

1.16.14 CONTRACTOR shall insure that heating and air conditioning (A/C) systems are maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climate conditions.

1.16.15 CONTRACTOR shall make no modifications, alterations, or additions to CITY vehicles or equipment without prior written approval of CITY.

1.16.16 CONTRACTOR shall ensure that road calls for vehicles that develop mechanical problems or need special cleaning/disinfecting during the service day shall be performed within 60 minutes of receiving the call for assistance.

1.16.17 CONTRACTOR shall have a contingency plan for responding to any fuel or fluid spills that occur when vehicles are on public roadways. Any spills or leaks shall be documented and as required reported to CITY or appropriate jurisdiction.

1.16.18 CONTRACTOR is responsible for towing or recovery actions necessary for vehicles with mechanical difficulties that render them out of service and any costs incurred.

1.16.19 CONTRACTOR shall schedule and transport vehicles to complete smog checks as required. CONTRACTOR shall mail or deliver a copy of the completed smog certification to CITY. CONTRACTOR shall pay the costs for the completion of all CITY owned vehicle smog checks. If CITY vehicles do not pass smog checks, CONTRACTOR shall notify CITY within five (5) calendar days.

1.16.19.1 All components of the emission control and exhaust systems shall be free from leaks and shall be maintained in proper operating condition. Exhaust/emission systems shall be serviced, maintained, cleaned, or regenerated, as applicable per

manufacturer requirements. Vehicles shall have current state emission certification and CONTRACTOR shall complete any mandatory State emission system reporting or tracking as required.

1.16.20 CONTRACTOR shall ensure that all components of the bus exteriors, accessories, bike racks and frames are maintained in a safe, undamaged and presentable condition at all times.

1.16.21 Damage to CITY-owned vehicles, (including body, and all bus appurtenances/subordinate parts) shall be repaired within two weeks of occurrence. Should CONTRACTOR be unable to comply with this provision, CONTRACTOR shall immediately notify CITY.

1.16.22 CONTRACTOR shall avoid placing buses in service with cracked glass anywhere on the bus. The repair of small cracks that are deemed not to present a safety hazard may be deferred until repairs can be made. All glass repairs shall be made as soon as operationally possible.

1.16.23 CONTRACTOR will have a staff member or subcontractor knowledgeable in out-of-service criteria and inspection, maintenance, and repair procedures for the type of vehicle being operated.

1.16.24 CONTRACTOR shall review, on a daily basis, all Vehicle Inspection Reports (defect cards) completed by Coach Operators to be sure problems identified have been adequately corrected.

1.16.25 Vehicles utilized in service shall be safe for operations on public streets and freeways and meet all requirements for a bus as stated in the State of Arizona Administrative Code Vehicle Safety Code Standards.

1.16.26 The following criteria and standards apply to vehicles owned by CITY and operated by CONTRACTOR. CITY's Contract Administrator and or his/her designated agent shall use these criteria and standards to determine the adequacy of maintenance during recurring and/or spot inspections. The following criteria is the general basis for determining when items require replacement, either at the time of vehicle issue to CONTRACTOR, during the time the vehicles are operated by CONTRACTOR, or at time of return of vehicle control to CITY. These criteria include, but are not limited to:

ITEM	INSPECTION CRITERIA/STANDARD
Exterior Appearance	Damage to decals or paint greater than ¼ inch. Evidence of accident damage, vandalism, or missing parts.
Interior Appearance	Floors, seats, overhead, sidewalls, rear closeout, and all flat surfaces clean and free of dust/dirt. Stained or torn seat vinyl areas shall be repaired or replaced. Interior body panel sections shall be firmly in place.

ITEM	INSPECTION CRITERIA/STANDARD
Wheelchair Lift	Clean, serviceable, properly lubricated and adjusted. No unusual noises or vibration during operation. Wheelchair lift cover shall be clean.
Rust /corrosion	Any rust/corrosion on chassis, frame and body components shall be cleaned and investigated for possible cracks. Mirror arms and brackets, bike racks, bumpers that have peeling/chipped paint shall be replaced or painted as appropriate.
Leaks/Drips	Inspection shall be conducted after a road test. Any leaks shall be identified and repaired. Signs of seepage (discoloration, no excessive amounts of fluid) are to be wiped, investigated, and repaired as appropriate. Any visible drops are considered leaks/drips shall be corrected or noted on the joint inspection. Any fuel, coolant, or exhaust leaks shall be repaired prior to vehicles being issued or returned.

1.16.27 Inspection shall be conducted after a road test. Any leaks shall be identified and repaired. Signs of seepage (discoloration, no excessive amounts of fluid) are to be wiped, investigated, and repaired as appropriate. Any visible drops are considered leaks/drips shall be corrected or noted on the joint inspection. Any fuel, coolant, or exhaust leaks shall be repaired prior to vehicles being issued or returned.

1.16.28 CONTRACTOR’s maintenance program shall ensure that Federal Occupational Safety and Health Administration (OSHA) including all State and County requirements are met regarding worker safety, hazardous waste and materials management and disposal and safety. CONTRACTOR shall establish and enforce program requirements and operating procedures required by such regulations.

1.16.29 CONTRACTOR shall provide tires. Buses are equipped with various tire sizes. CITY requires CONTRACTOR use a major brand name tire OEM. CONTRACTOR shall replace tires on vehicles using tire OEM replacement guidelines and shall ensure that the size and load capacity specified by the various vehicle OEM is used. CONTRACTOR shall not use retreaded tires.

1.16.30 In the event CITY implements exterior advertising on CITY owned operated vehicles, CITY shall be responsible for installation of ad frames on buses. CONTRACTOR shall install and remove all exterior advertising, including but not limited to special events and/or advertising campaigns. CONTRACTOR shall be responsible for replacement of any damaged or beyond useful life ad frames, cleaning frames and or ads, changing ads in frames and maintaining a current list buses with specific ads. In the event CITY begins using frameless advertising, applied to the side/rear of buses, CITY shall provide to CONTRACTOR all such advertising and required equipment, and CONTRACTOR shall remove and install the frameless ads.

1.17 VEHICLE CLEANING & DISINFECTING REQUIREMENTS:

1.17.1 CONTRACTOR shall clean and disinfect each vehicle interior and wash the exterior prior to placing it into revenue service. CONTRACTOR may elect to wash the exterior of vehicles every other day provided the vehicle has a neat and clean exterior appearance. The exception is during inclement weather (rain / snow) when washing cycles may be suspended. High vehicle appearance standards and cleanliness are expected and shall be routinely monitored by CITY.

1.17.2 CITY owned vehicles shall have the following completed prior to being placed into revenue service:

Interior	Exterior
All vehicle interior and exterior window surfaces shall be clean.	All vehicle exterior surfaces washed and cleaned. Including tires, rims & exterior of windows dried after washing to minimize water spotting. Exterior ad racks and displayed ads shall be cleaned.
Floors shall be cleaned, mopped, and sanitized as needed	Exterior surfaces shall remain free of water spots and calcium build up.
Graffiti and vandalism shall be removed from vehicle's exterior, seats and passenger compartments	
Loose paper and other articles shall be removed. Papers and other articles shall not be placed on the dashboard	
Gum or other articles stuck on floors, seats, and interior surfaces removed. Floors will be cleaned and periodically polished.	
Handprints, marks, grime, and dust on interiors shall be cleaned.	
All interior surfaces, sidewalls, passenger safety rails, driver and passenger seats, vehicle dash area and driver compartment and driver barriers shall be cleaned and sanitized on a daily basis. ¹	
Passenger and driver compartments shall remain free of offensive odors	

1.17.3 CONTRACTOR shall use a disinfecting agent daily on all interior surfaces within the passenger cabin that is effective against viruses including Hepatitis, and the SARS-CoV-2 virus.

1.17.3.1 CONTRACTOR may use portable foggers (mistifiers) that alter the cleaning agent into a vapor that quickly disperses the disinfectant evenly throughout the passenger cabin of the bus. The mist will settle on various surfaces, disinfecting and deodorizing everything it touches.

1.17.4 All passenger notices (CarCards) will be placed in designated display locations on vehicles, that include but are not limited to card tracks above passenger windows and in the display rack mounted on the rear driver barrier (adhesive tape shall not be used to hold these notices). CITY shall produce CarCard special announcement notices and CONTRACTOR may be required to pick-up CarCards and other materials at CITY CITYs.

1.18 VEHICLE INSPECTION REQUIREMENTS:

1.18.1 CITY reserves the right, at its sole discretion, to inspect and place out of service temporarily or permanently, by notice to the CONTRACTOR, any vehicle the CONTRACTOR uses, or proposes to use for in-service operations. Reasons may include but are not limited to unsafe vehicle; vehicle in poor operating condition, or poor appearance due to body damage or use; uncleanliness; graffiti; torn, dirty or excessively worn upholstery and/or torn/damaged/dirty seats or flooring. Liquidated damages may be assessed for any vehicle placed out of service by the Arizona Department of Public Safety (ADPS), or other State, Federal, or CITY auditor/inspector. CITY may contract with a third party to inspect and report on CONTRACTOR's maintenance program and mechanical/safety status of CITY owned vehicles.

1.18.1.1 CITY or its agent shall document annually through a physical inspection of all city owned revenue vehicles to ensure that vehicles are maintained in a state of good repair.

1.18.2 Joint Vehicle Inspections: Vehicles issued to, returned, or replaced during and at the end of the contract period shall be jointly inspected by the CONTRACTOR and by a CITY representative, for, including but not limited to: mechanical condition, exterior/interior appearance, damage, and proper operation of all systems. The purpose of such inspections is to document vehicle condition at the time the vehicle is issued to CONTRACTOR or returned to the CITY by the CONTRACTOR. Upon return of the vehicle(s) to CITY control, CONTRACTOR shall make repairs as necessary to bring the vehicle to an acceptable operating condition, contingency fleet status, or for resale/auction. Repairs may be required for vehicles that still have service life on the following: major components, vehicle systems, vehicle exterior/interior and body, to include paint and decals. Fair wear and tear is accepted. Vehicles that are intended for resale or auction may require some degree of repair as required by CITY.

1.18.3 CONTRACTOR shall submit to CITY within three business days any vehicle inspection reports conducted by ADPS or any other State, or Federal auditors/inspectors for any grant funded vehicles as required by State or Federal Grant(s) for all CITY owned vehicles.

1.19 MAINTENANCE OF ELECTRONIC COMPONENTS:

1.19.1 CITY is responsible for the maintenance and repair of the electronic components listed below. In most cases installation or repair work on electronic components will be completed by local CITY contractors. CONTRACTOR shall deliver and pick up CITY vehicles at CITY contractor repair facilities.

1.19.2 The maintenance and repair of Hanover™ digital destination signs is the responsibility of the CITY. CONTRACTOR may be required to assist with updating the destination sign readings or install program updates as required.

1.19.3 The installation, maintenance and repair of all CITY's owned data and VoIP communication systems shall be the responsibility of CITY. CITY owned communications systems shall be installed on all City owned vehicles.

1.19.4 The installation, maintenance, and repair of the on-board SEON™ video surveillance and telemetry camera system shall be the responsibility of CITY. Upon approval by CITY CONTRACTOR may install other CONTRACTOR owned security or safety monitoring systems, e.g., DriveCam™.

1.19.5 CITY may replace or add alternative technology over the course of the contract. CONTRACTOR may be required to provide support services and transport vehicles to/from CITY contractor facilities for installation needs.

1.20 VEHICLE MAINTENANCE REPORTING REQUIREMENTS:

1.20.1 CONTRACTOR is encouraged to utilize a maintenance management software program to manage and track vehicle repairs, PMI frequencies, including but not limited to work orders and vehicle maintenance costs. The program shall be capable of generating reports for export to a Microsoft Excel file format

1.20.2 Immediate Notification Requirement:

1.20.2.1 Any collisions or safety incidents involving CITY's fleet, including but not limited to a vehicle fire or a significant fuel/fluid spill.

1.20.2.2 In the event of any hazardous spills involving CITY vehicles, including but not limited to fuel, coolant and oil, CONTRACTOR shall submit a report to CITY.

1.20.3 Daily Reporting Requirements:

1.20.3.1 Each weekday (excluding holidays) CONTRACTOR shall submit an electronic “Out of Service Report” to CITY detailing fleet status, the number of vehicles available for service and reasons vehicles are out of service.

1.20.4 Monthly Reporting Requirements:

1.20.4.1 CONTRACTOR shall submit the following monthly maintenance reports to CITY on or before the fifteenth of each month.

- a) Miles Between Major Road Calls, providing a previous fiscal year to current fiscal year comparison.
- b) Road Calls by Category, cumulative year-to-date.
- c) Fuel consumption detail by CITY owned vehicle for fueling activity of the CITY contracted card lock fueling station.
- d) Monthly mileage by sub fleet e.g.: Fixed route; Microtransit (total miles travelled, and miles per gallon for each vehicle).
- e) Month to date Preventative Maintenance Inspection (PMI) summary to include the number of PMI(s) performed on time and within the OEM specifications for the fiscal year.
- f) Monthly Cost Per Mile data, parts, labor, miles, and total cost per mile by fleet/vehicle number.
- g) Summary of any warranty work, including but not limited to vehicle number, details of the warranty claim, amount paid or rejected under the warranty.

1.20.4.2 CONTRACTOR shall submit these reports to CITY electronically in Microsoft™ Excel and/or other programs contained in the Microsoft™ CITY suite.

1.20.4.3 CITY may at its discretion remove or add a report(s) from the requirements or refine report requirements as needed to monitor the maintenance cost and condition of the CONTRACTOR operated fleet.

1.20.5 Quarterly and Other Reporting Requirements:

1.20.5.1 Once per calendar quarter, CONTRACTOR will submit a narrative report or request a meeting with CITY staff regarding any on-going maintenance issues, concerns, or problems. This shall serve as a dialogue and feedback mechanism for identifying any issues of concern that require resolution.

1.20.6 CONTRACTOR shall also provide fleet status and other data reporting as required by the FTA or the State of Arizona.

1.21 OPERATIONS FACILITY REQUIREMENTS:

1.21.1 CITY shall provide to CONTRACTOR and maintain at its sole expense a facility located within the city limits of Sedona (hereinafter referred to as the Facility). The

FACILITY shall be sufficient to support; vehicle washing / disinfecting, communications, training, and administrative activities.

1.21.1.1 Vehicle maintenance activities shall not be performed at the FACILITY. CONTRACTOR may directly provide these services at an alternative site provided by CONTRACTOR or subcontract / outsource all vehicle maintenance activities as required herein.

1.21.1.2 Working with the CITY, Creative Bus Sales has authorized a fleet maintenance firm located in Camp Verde to provide all warranty work, PMI(s), and general repairs for all of their product lines to include buses with the Hybrid upfit.

1.21.2 CITY shall at its sole cost establish high-speed internet service to the Facility. CITY agrees to pay the monthly costs for the Facility to include internet and telecommunication access expenses. CONTRACTOR shall pay for all other utility expenses to include electric, gas and water.

1.21.2.1 Should CONTRACTOR require separate internet access or other company network access outside of the CITY's network, CITY IT staff must review and approve the CONTRACTOR's proposed equipment prior to installation. Any such equipment shall be at the CONTRACTOR's sole expense.

1.21.2.2 CONTRACTOR shall not be required to host, support, or provide any database services for any CITY provided software platform.

1.21.3 CONTRACTOR shall at their sole expense be responsible for all move-in costs to the Facility.

1.21.4 CONTRACTOR shall provide at their sole expense all office furniture, computers, workstations, and other office equipment / supplies as necessary to fulfil the requirements of this scope of work.

1.21.5 CITY shall ensure that the FACILITY complies with the Barrier Free Design Standards issued in the Friday, September 6, 1991, Federal Register (49 CFR 27,37 and 38) and as amended October 19, 2011.

1.21.6 CITY shall provide all presentative maintenance to include landscape maintenance, plumbing, electrical, HVAC and structural repairs to FACILITY.

1.21.7 CONTRACTOR shall maintain the facility to ensure that it remains clean and presentable to the general public. CONTRACTOR at its sole expense maintain all janitorial services required at the FACILITY.

1.21.8 CONTRACTOR shall be financially responsible for any damage to the FACILITY that is the result of intentional misuse or gross negligence by CONTRACTOR or its employees.

1.22 LIQUIDATED DAMAGES:

1.22.1 CITY has determined that there are key performance indicators that are essential to providing efficient and valuable services to its customers. The financial impact of failure to meet or exceed these indicators cannot in all cases be accurately measured, however, could expose CITY to the loss of state and federal funding, claims for monetary damages, and possible litigation. Therefore, CITY has determined that financial consequences, as liquidated damages, may be assessed to the CONTRACTOR should certain circumstances arise. CITY shall collect any damages assessed under this section as a deduction from any other amount payable to CONTRACTOR.

1.22.2 Any liquidated damages assessed and received as described herein shall not constrain CITY from receiving additional recompense where said damages can be proven, nor shall payment of any liquidated damage in-itself absolve or find the CONTRACTOR of being in material breach of the contract.

1.22.3 Prior to the assessment of any liquidated damages; CITY shall notify the CONTRACTOR in writing of the violation and of CITY's intent to assess liquidated damages.

1.22.4 CONTRACTOR shall be given an opportunity to respond to CITY's Contract Administrator within ten calendar days of notice.

1.22.5 All appeals of this nature shall be submitted in writing. Disputes arising concerning the intended assessment of any liquidated damages, which are not resolved by mutual agreement of the parties authorized representatives, shall be decided by the CITY Manager or his/her designee.

1.22.6 Should it be determined that liquidated damages are to be imposed, CITY may deduct the amounts owed in U.S. dollars from CONTRACTOR'S invoice(s) for services rendered.

1.22.7 Should any entity assess liquidated damages to CITY for the actions, inactions, or omissions of the CONTRACTOR or its agents, the liquidated damages assessed to the CONTRACTOR shall be equal in US dollars to that suffered by CITY and shall not constrain CITY from taking other legal action to seek additional damages from the CONTRACTOR should it be required.

1.22.8 By accepting the terms and conditions of the CONTRACT, the CONTRACTOR agrees to the following liquidated damages:

1.22.8.1 All applicable and appropriate liquidated damages shall be assessed to the CONTRACTOR monthly for the previous month as follows:

LIQUIDATED DAMAGES & CONTRACT VIOLATIONS:
\$3,000 Per Incident
Failure of CITY owned vehicle to successfully pass a ADPS or other State or Federal vehicle inspection.
Failure to achieve a satisfactory rating during a random ADPS terminal safety inspection.
Failure to achieve a satisfactory rating during an FTA audit of the CONTRACTOR's U.S. DOT drug and alcohol compliance program.
Failure to operate a scheduled fixed route bus line or Microtransit route for an entire day.
\$1,000 Per Incident
Unqualified (non- licensed) Vehicle Operator operating a CITY owned vehicle while in revenue service.
\$500 Per Incident
Scheduled fixed route trip is not provided due to CONTRACTOR errors, no drivers available, late employee Etc.
CONTRACTOR fails to comply with <u>any</u> CITY reporting requirement.
Unauthorized use of CITY purchased fuel.
Failure to count & or report a minimum of 95% of all boarding passengers. (Per failed audit)
\$250 Per Incident
Failure to dispatch a CITY Microtransit vehicle to any scheduled customer pick up.
CONTRACTOR vehicle is placed in service without a working wheelchair lift, heating system, and/or air conditioning system.
Failure of CONTRACTOR to perform at least 80% of scheduled preventive maintenance inspections (PMI) on time on any CITY owned vehicle.
Verified failure by CONTRACTOR to follow CITY written policies and procedures.
\$150 Per Incident
Verified failure of CONTRACTOR to maintain vehicle cleaning requirements.
Verified failure of CONTRACTOR employee to document daily vehicle inspection report.
Verified failure of CONTRACTOR's employee to comply with uniform, appearance, and personal hygiene requirements.
Verified Failure to respond to or document a customer complaint or failure to provide written response to CITY service report within three working days of receipt.
Verified failure of CONTRACTOR to collect the appropriate passenger fare.

1.23 SERVICE IMPLEMENTATION:

1.23.1 CONTRACTOR shall implement the services as described within this scope of work on Thursday March 3, 2022, at 12:01 AM Mountain Standard Time. Upon contract award, the CONTRACTOR shall meet with CITY's Transit Administrator on a weekly

basis or as needed to provide relevant updates and to coordinate all activities related to the implementation of services. CONTRACTOR will manage all specific tasks and deliverables required to successfully implement the project within the required timeline.

1.23.2 CONTRACTOR shall provide a qualified Transition Manager dedicated to ensuring a smooth transition / implementation of all services as specified within this scope of work. The Transition Manager shall remain dedicated solely to, and for the duration of the transition of services and shall not be assigned as part of the CONTRACTOR's proposed managerial staff, nor assume the responsibilities of the Project Manager who is tasked to oversee the day-to-day operation.

1.23.3 CONTRACTOR shall implement the trailhead shuttle services as described within this scope of work on Thursday March 10, 2022, at 08:00 AM Mountain Standard Time. It is anticipated that the Microtransit services will be implemented in late June or early July of 2022. Upon contract award, the CONTRACTOR shall meet with CITY's Transit Administrator on a weekly basis or as needed to provide relevant updates and to coordinate all activities related to the implementation of services. CONTRACTOR will manage all specific tasks and deliverables required to successfully implement the project within the required timeline.

1.23.4 CONTRACTOR shall provide a qualified Transition Manager dedicated to ensuring a smooth transition / implementation of all services as specified within this scope of work. The Transition Manager shall remain dedicated solely to, and for the duration of the transition of services and shall not be assigned as part of the CONTRACTOR's proposed managerial staff, nor assume the responsibilities of the Project Manager who is tasked to oversee the day-to-day operation.

2. ADDITIONAL CONTRACT PARTS; ORDER OF PREFERENCE; RECITALS.

2.1 The Contract is based on the RFP and Proposal which are hereby incorporated by reference into the Contract as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the RFP and Proposal unless modified herein.

2.2 This Contract shall consist of the following documents, a copy of which are on file in the office of CITY and all of which are incorporated herein and made a part hereof by reference hereto:

- A. This signed and dated Contract;
- B. Request For Proposal RFP# PT-21-1 and any Addenda thereto;
- C. CONTRACTOR's Proposal/Executed Bid Form;
- E. Required Forms And Certifications.

2.3 In the event of any inconsistency between the terms of the Contract, the RFP, and the Proposal, the language of the documents will control in the same order as listed above in Section 2.2.

2.4 All Recitals are hereby incorporated by reference into the Contract as if written out and included herein.

3. CONTRACT TERM:

The term of this Contract is for five years from March 1, 2022 through February 28, 2027, subject to the cancellation provisions of Section 11. The use of the word “Term” in the Contract includes the aforementioned period as well as any applicable extensions or renewals. CONTRACTOR Fees for the five-year term shall be at a firm fixed price.

3.1 Renewals. Pursuant to Section 6, on the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two 2-year renewal periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then current Contract.

3.2 Extension for Procurement Processes. Upon the expiration of the Term of this Contract, including any renewal(s) permitted herein, at the CITY’s sole discretion this Contract may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY’s procurement processes in the selection of a vendor to provide the services/materials provided under this Contract. CITY will notify CONTRACTOR in writing of its intent to extend the Contract at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 4.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current Contract.

4. CONTRACT PRICE:

CONTRACTOR shall faithfully perform each and every item of work and service required under this CONTRACT and shall be compensated at the unit prices bid as submitted on the Proposal. CONTRACTOR shall invoice the CITY monthly. Payments shall be made to the CONTRACTOR within thirty (30) calendar days of invoice acceptance.

4.1 Invoices. Payment will be made to CONTRACTOR following the CITY’s receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by CONTRACTOR will be deemed accepted by the CITY; the terms of the contractual relationship between the Parties are as set forth in this Contract. A properly completed invoice should contain, at a minimum, all of the following:

- a. CONTRACTOR name, address, and contact information;
- b. CITY billing information;
- c. CITY contract number as listed on the first page of the Contract;
- d. Invoice number and date;
- e. Payment terms;
- f. Dates of service;
- g. Description of services provided;
- h. Applicable Taxes;

- i. Total amount due.

4.2 Disallowed Costs, Overpayment. If at any time the CITY determines that a cost for which payment was made to CONTRACTOR is a disallowed cost, such as an overpayment or a charge for service not in accordance with the Contract, the CITY will notify CONTRACTOR in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by CONTRACTOR in the amount of the disallowance, or to require repayment of the disallowed amount by CONTRACTOR. CONTRACTOR will be provided with the opportunity to respond to the notice.

4.3 CITY shall pay the CONTRACTOR the below listed prices as quoted by CONTRACTOR on the Proposal.

Year	Annual Fixed Cost	Cost Per Vehicle Revenue Hour
Year One	\$ 751,814.16	\$ 44.17
Year Two	\$ 601,028.12	\$ 45.78
Year Three	\$ 615,034.26	\$ 47.08
Year Four	\$ 608,325.02	\$ 48.57
Year Five	\$ 622,463.16	\$ 49.93

4.4 All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Contract and include all costs of the CONTRACTOR providing the materials/service including insurance costs. The City shall not be invoiced at prices higher than those stated in the CONTRACT.

4.5 Price Adjustment. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee CITY will accept a price adjustment therefore CONTRACTOR should be prepared for the pricing to be firm over the Term of the Contract. CITY is only willing to entertain price adjustments based on an increase to CONTRACTOR's actual expenses or other reasonable adjustment in providing the services under the Contract. If CITY agrees to the adjusted price terms, the CITY shall issue written approval of the change.

4.6 Elements of Compensation. CITY shall reimburse CONTRACTOR for each Vehicle Revenue Hour (VRH) that is deployed as per the published timetables, or other previously specified hours for special event services. A VRH does not include initial travel time from CONTRACTOR's office, facility, or driver's break location to the first passenger's pick-up location. A VRH does not include travel time from the last passenger's drop-off location to CONTRACTOR's office, facilities or driver break destination. A VRH does not include vehicle pre- or post-trip inspections, vehicle maintenance time, driver unpaid break times, meal breaks, or fueling, and probing / vaulting operations if required. CITY does not pay for deadhead hours.

4.6.1 Microtransit VRH(s) shall be paid for all hours that the vehicle(s) are scheduled and available for service.

4.6.2 CITY reserves the right to order an increase or decrease in the overall quantity of scheduled VRH(s) with thirty, (30) days written notice to CONTRACTOR. CITY reserves the right to reduce overall VRH(s) by up to **25%**. Such reduction shall not be considered a change in the Scope Of Work under the CONTRACT.

4.6.3 CITY reserves the right to add additional VRH(s) by up to **25%**. Such addition shall not be considered a change in the Scope of Work under the contract.

4.6.4 Any changes outside of the aforementioned range or limits may be provided by CONTRACTOR at a separately negotiated fee.

5. OPTION TERMS.

CITY shall have the option to extend this Contract for the option term commencing March 1, 2027 – February 28, 2029, and a second option term from March 1, 2029, to February 28, 2031. CITY shall retain the sole discretion to exercise the option(s) to extend the CONTRACT.

5.1 The fees for each option period shall be negotiated and set by mutual agreement prior to any option term being exercised. Price Adjustment for Option Term. During the sixty (60) day period prior to the expiration date of the Contract, the CONTRACTOR may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld. During any option period CITY shall retain the right to terminate the CONTRACT pursuant to Section 13.

6. NOTICE.

Any notice or correspondence required or permitted to be given under this CONTRACT shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof. In the case of the CONTRACTOR, name, Street address, City, State and Country and zip code. In the case of CITY, at 102 Roadrunner Drive, Sedona, AZ 86336. Or at any other address which either party may subsequently designate in writing to the other party.

7. INSURANCE REQUIREMENTS

7.1. General:

- a) CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects CITY and ADOT. Any insurance or self-insurance maintained by CITY or ADOT shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.
- b) The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. All insurance required shall be provided by an insurance company admitted doing business in Arizona and holding a current A.M. Best rating A- VII or higher, unless CONTRACTOR obtains prior written approval of CITY and ADOT.
- c) CONTRACTOR shall obtain and maintain Commercial General Liability Insurance coverage, on an occurrence basis, in the minimum amount of five million dollars (\$5,000,000) in combined single limit coverage per occurrence for bodily injury and property damage. This insurance shall include contractual liability coverage. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Contract. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

7.2 Types of Insurance and Minimum Limits:

CONTRACTOR shall obtain and maintain during the term of this Contract:

- a) Worker's Compensation and Employer's Liability Insurance in compliance with the statutory benefits allowed by the laws of the State of Arizona with limits of not less than one million dollars (\$1,000,000) per occurrence. This policy shall contain a waiver of subrogation against the CITY and ADOT.
- b) CONTRACTOR's vehicles used in the performance of this Contract, including CITY owned, CONTRACTOR owned, non-owned, leased, or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.
- c) CONTRACTOR shall obtain and maintain Commercial General Liability Insurance coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence, including bodily injury, personal injury, property damage and broad form contractual liability. Such insurance coverage shall include, without limitation, contractual liability coverage adequate to meet the CONTRACTOR's indemnification obligations under this Contract for:

1. Full Personal Injury coverage;
2. Broad form Property Damage coverage; and
3. The general liability policy must have a cross-liability clause in favor of CITY.
4. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

7.3 Other Insurance Provisions:

a) Any deductible or self-insured retention (SIR) amounts on any of the above insurance coverages shall be disclosed and approved by CITY prior to award of the Contract. It is at the sole approval of CITY to accept a deductible or SIR. The CONTRACTOR shall be responsible for payment of any deductible or SIR on the CONTRACTOR's policies without right of contribution from CITY. If, for whatever reason, CONTRACTOR is unable or unwilling to pay its SIR to obtain the necessary liability coverages required above, CITY shall have the option, to the fullest extent permitted by law, of paying the SIR on behalf of CONTRACTOR from any source, so as to maintain the liability coverages including Additional Insured protection.

b) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsements as a part of each policy:

1. "CITY, its officers, employees and agents are hereby added as additional insured's as respects the operations of the named insured." CITY, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by CONTRACTOR, even if those limits of liability are in excess of those required by the CONTRACT. The Commercial General Liability additional insured endorsement will be at least as broad as the current version of Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10.
2. The State of Arizona, ADOT/MVD and its officers, officials, agents, and employees to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City involving automobiles owned, leased, hired or borrowed by the City.

c) The Workers' Compensation insurance required in 9.2. (a), above, shall be endorsed to waive any rights of subrogation against CITY, its officers, employees, and agents and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee.

d) All insurance required herein shall not be canceled until thirty (30) days after CITY and ADOT shall have been given written notice of such cancellation.

e) CONTRACTOR shall notify CITY in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.

f) CONTRACTOR agrees to provide CITY at or before the effective date of this Contract with a certificate of insurance of the coverage required. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR and

continue without interruption during provision of services including any time during which the covered property is being transported.

g) If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, the same shall be deemed a material breach of Contract. CITY, at its sole option, may terminate this Contract and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct the cost therefore from CONTRACTOR'S invoices charges.

h) Coverage provided by CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

i) CONTRACTOR's certificate(s) shall include all subcontractors as additional insureds under its policies or CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

8. INDEMNIFICATION:

CONTRACTOR shall, to the extent permitted by law, indemnify, defend, and hold harmless CITY, its elected and appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability imposed for injury, claims or demands, including reasonable attorney's fees, costs, and expenses, whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, of CONTRACTOR, or of anyone acting under CONTRACTOR'S direction or control or on its behalf, in connection with or incident to or arising out of the performance of this Contract, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of CITY, its elected and appointed officials, officers, agents, employees or volunteers.

With respect to those claims arising from a professional error or omission, as well as employment practices liability, CONTRACTOR shall indemnify, defend and hold harmless CITY, its elected and appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability arising from the professionally negligent acts, errors or omissions of CONTRACTOR.

This indemnity and hold harmless provision survives the termination or expiration of the Contract and insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

9. NON-DISCRIMINATION ASSURANCE:

CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, gender, or sexual orientation or in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as CITY deems appropriate. CONTRACTOR shall obtain the same assurances from its joint venture partners, and sub-contractors by including this assurance in all subcontracts entered into under this Contract.

10. GOVERNING LAW; VENUE; JURY TRIAL WAIVER:

This Contract shall be in accordance with the laws of the State of Arizona. Parties further stipulate that this Contract was entered into in the State of Arizona and the state is the only appropriate forum for any litigation as a result of breach of Contract. Venue shall be within County of Yavapai, Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Contract or the subject matter thereof and consent to a trial to the court.

11. TERMINATION:

This Contract may be terminated for a number of reasons as discussed below:

11.1 Termination for Convenience. CITY may terminate this Contract, in whole or in part, at any time upon 45 days' written notice to CONTRACTOR when it is in CITY's best interest. The CONTRACTOR shall be paid its costs, including Contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY.

11.2 Termination for Default, Breach or Cause. If the CONTRACTOR does not deliver supplies, materials or services in accordance with the scope of work, or if the CONTRACTOR fails to perform in the manner called for in the Contract, or if the CONTRACTOR fails to comply with any other provisions of the Contract, CITY may terminate this Contract for default. Termination shall be effected by serving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default.

11.2.1 The CONTRACTOR will only be paid the Contract price for supplies, materials and services delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the CONTRACTOR, CITY, after setting up a new delivery or performance schedule, may

allow the CONTRACTOR to continue work, or may treat the termination as a termination for convenience.

11.2.2 If the termination is for default, CITY may fix the fee to be paid the CONTRACTOR in proportion to the value of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

11.3 Opportunity to cure. CITY, shall, in the case of a termination for breach or default, allow the CONTRACTOR up to thirty (30) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

11.3.1 If CONTRACTOR fails to furnish or remedy to CITY's satisfaction, the breach or default or any of the terms or conditions of this Contract within thirty (30) calendar days after receipt by CONTRACTOR or written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Contract without any further obligation to CONTRACTOR.

11.3.2 Any such termination for default shall not in any way preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

11.4 Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any term or condition of this Contract; such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other terms or conditions of this Contract.

11.4.1 Upon receipt of any notice from CITY to cancel and/or terminate work under this Contract, the CONTRACTOR shall:

- a) Immediately discontinue all services affected unless the notice directs otherwise.
- b) If the termination is for the convenience of CITY, CITY will make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services.
- c) If the termination is for failure of the CONTRACTOR to fulfill the Contract obligations, CITY may complete the work required by the Contract or otherwise arrange for its completion and the CONTRACTOR shall be liable for any reasonable additional cost incurred by CITY.

11.5 Termination for Force Majeure. CITY may terminate this CONTRACT upon written notice from the CONTRACTOR for unforeseen causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes are: those acts of God, acts of the public enemy, governmental acts, riots, strikes, protests, acts of public unrest, fires, and/or

pandemics whose causes irrecoverably disrupt or render impossible the CONTRACTOR's performance. An "act of God" shall mean an earthquake, flood, cyclone, pandemic, or other cataclysmic phenomenon of nature beyond the power of the CONTRACTOR to foresee or make preparation in defense against.

12. DISPUTE RESOLUTION:

Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the City Manager. This decision shall be final and conclusive unless CONTRACTOR timely files a Notice of Claim and Complaint pursuant to A.R.S. §§ 12-821 and 12-821.01.

13. LITIGATION:

In the event of any dispute that results in litigation arising from or related to the services provided under this CONTRACT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

14. MISCELLANEOUS:

14.1 Independent Contractor. It is expressly understood that the relationship of CONTRACTOR to the CITY will be that of an independent contractor. CONTRACTOR and all persons employed by CONTRACTOR, either directly or indirectly, are CONTRACTOR's employees, not CITY employees. Accordingly, CONTRACTOR and CONTRACTOR's employees are not entitled to any benefits provided to CITY employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded CITY employees. CONTRACTOR employees will not be regarded as CITY employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any CONTRACTOR employees or subcontractors assert a claim for wages or other employment benefits against the CITY, CONTRACTOR will defend, indemnify and hold harmless the CITY from all such claims.

14.2 Assignment. This Contract may not be assigned, either in whole or in part, without first receiving the CITY's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the CITY will have the right, at its option, to terminate the Contract. No granting of consent to any assignment will relieve CONTRACTOR from any of its obligations and liabilities under the Contract.

14.3 No Boycott Israel. By entering into this Contract, CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods and services as defined in A.R.S. § 35-393.01.

14.4 Public Records. CONTRACTOR acknowledges that the CITY is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 et seq.) and any documents related to this Contract may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

14.5 Audits and Records. The CITY or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the CITY may inspect all payroll, billing or other relevant records kept by CONTRACTOR in relation to the Contract. CONTRACTOR will permit such inspections and audits during normal business hours and upon reasonable notice by the CITY. The audit of records may occur at CONTRACTOR's place of business or at CITY offices, as determined by the CITY. CONTRACTOR must preserve the records related to this Contract for five (5) years after completion of the Contract.

14.6 Conflict of Interest (A.R.S. § 38-511). Pursuant to A.R.S. § 38-511, the CITY may cancel this Contract without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the CITY becomes an employee or agent of CONTRACTOR.

14.7 Cooperative Use of Contract. This Contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

14.8 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each is properly authorized and empowered to enter into the Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

15. AUTHENTICATION:

IN WITNESS WHEREOF, the parties have duly executed two (2) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Signed and authenticated by authorized representatives as follows:

MV TRANSPORTATION INC.:

Signature: _____

Name: Marie Graul

Title: Chief Financial Officer

Date: _____

CITY OF SEDONA:

Signature: _____

Name: Sandy Moriarty

Title: Mayor, City of Sedona

Date: _____

Attest:

Signature: _____

Name: Susan L. Irvine

Title: City Clerk, City of Sedona

Approve as to Form:

Signature: _____

Name: Kurt W. Christianson

Title: City Attorney, City of Sedona



**CITY COUNCIL
AGENDA BILL**

**AB 2752
November 23, 2021
Regular Business**

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approval of a contract with Housing Solutions of Northern Arizona (HSNA) to provide homeownership education and counseling and administer down-payment assistance programs in the amount of \$60,000 annually.

Department	Housing
Time to Present	15 minutes
Total Time for Item	60 minutes
Other Council Meetings	6/22/2021
Exhibits	A. Contract for Professional Services

City Attorney Approval	Reviewed 11/16/2021 KWC	Expenditure Required	
		\$	60,000
City Manager's Recommendation	Approve a contract with Housing Solutions of Northern Arizona (HSNA) to provide homeownership education and counseling and administer down-payment assistance programs.	Amount Budgeted	
		\$	400,000
		Account No. (Description)	12-5220-59-6405 (Professional Services)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City's housing study prepared in November 2020 identified an affordable housing gap of approximately 1,500 households including the existing demand of 1,260 units and the future employment demand of 250+/- units. The housing crisis has been exacerbated even further since the study's completion with median home sales price in Sedona rising over \$800,000. There is also historically low inventory of housing for sale or lease. The Affordable Housing Action Plan recommended a five-year effort to address affordable housing.

Various strategies were recommended including the development of a down-payment assistance program. In June of 2021, staff, along with Housing Solutions of Northern Arizona (HSNA), presented two down-payment assistance programs, one for City of Sedona employees and the other for the broader Sedona workforce. Following Council's direction, the contract for professional services (attached as Exhibit A) was negotiated. The contract outlines the basic terms of each program and requires HSNA to hire an additional housing counselor who would be based out of the offices in Flagstaff but will have a physical presence with office

hours in the City of Sedona. HSNA will market and promote the programs, provide homeownership education and counseling, originate the loans, and service loans originated for the life of the loans.

The City Council has already appropriated \$400,000 in the FY22 budget to be used to fund the assistance portion of the program. The \$60,000 annually to pay HSNA for the administration of the program will be taken from existing budget appropriations in the current year and will be budgeted as a separate expense in subsequent years.

Community Plan Consistent: Yes - No - Not Applicable

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve the contract with Housing Solutions of Northern Arizona (HSNA) in the amount of \$60,000 annually to provide homeownership education and counseling and administer down-payment assistance programs.

CONTRACT FOR PROFESSIONAL SERVICES FOR THE CITY OF SEDONA

This Contract is entered into this _____ day of _____, 2021 by and between the City of Sedona, an Arizona municipal corporation ("City"), and Housing Solutions of Northern Arizona, Inc., an Arizona nonprofit corporation ("Provider").

- A. The PROVIDER agrees to perform certain consulting and coordinating services for CITY, in connection with **FIRST TIME HOMEBUYERS' ASSISTANCE PROGRAMS (SWHAP and SEAH) & HOUSING EDUCATION AND COUNSELING ADMINISTRATION** as set forth in **Exhibit A** (attached).
 - B. CITY agrees to pay the PROVIDER as compensation for services a flat fee in accordance with the process and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$60,000 annually**. If deemed necessary by CITY, the PROVIDER and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by PROVIDER. If PROVIDER proceeds without such written authorization, PROVIDER shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
1. Subject to Arizona Public Records Law, correspondence, reports and other documentation of PROVIDER'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of PROVIDER'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, CITY will notify PROVIDER for purposes of redaction or protection of proprietary work/confidential information.
 2. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in **Exhibit A**. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work. PROVIDER may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 3. Any fee required by any governmental agency in order for PROVIDER to accomplish a task hereunder shall be provided by CITY.
 4. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not

contain the particular term or provision

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

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the PROVIDER'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the PROVIDER'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of PROVIDER who uses an automobile in providing services to CITY under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. PROVIDER shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the PROVIDER pursuant this contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the PROVIDER'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:
- City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
- D. Failure on the part of PROVIDER to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the PROVIDER to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to PROVIDER from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. PROVIDER agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
10. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
11. TERM; TERMINATION. This Agreement shall commence November 23, 2021 and expire

November 22, 2024 or upon CITY providing PROVIDER with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY'S issuance of said written Notice of Intent to Terminate, CITY shall pay PROVIDER for all work previously authorized and performed prior to the date of termination. If, however, PROVIDER has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to PROVIDER in the event of termination upon notice.

- A. Upon expiration or termination of this Agreement, PROVIDER agrees to provide the CITY or its new loan servicer, all necessary documents and information needed to continue servicing the homebuyer assistance loans.

12. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona.

13. INDEPENDENT CONTRACTOR. PROVIDER is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by PROVIDER to perform work under the terms of this contract shall be, and remain at all times, employees or agents of PROVIDER for all purposes. PROVIDER shall make no representation that it is the employee of CITY for any purpose.

14. NO WAIVER. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this contract by CITY shall not constitute a waiver of any of the other terms or obligations of this contract.

15. ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between PROVIDER and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.

16. NON-DISCRIMINATION. PROVIDER, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

17. COMPLIANCE WITH FEDERAL AND STATE LAWS:

- A. Under the provisions of A.R.S. § 41-4401, PROVIDER hereby warrants to CITY that PROVIDER and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject PROVIDER to penalties up to and including termination of this contract at the sole discretion of CITY.

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

prevailing party.

21. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to CITY, PROVIDER shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
22. NOTICE. Any notice or communication between PROVIDER and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

City of Sedona:
Karen Osburn
City of Sedona
102 Roadrunner Dr.
Sedona, AZ 86336
kosburn@sedonaaz.gov

To Provider:
Devonna McLaughlin
Housing Solutions of Northern Arizona, Inc.
PO Box 30134
Flagstaff, AZ 86003
devonnam@housingnaz.org

23. AUTHORITY: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.
24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

HOUSING SOLUTIONS OF NORTHERN
ARIZONA, INC.

Karen Osburn, City Manager

By: _____

Title: _____

ATTEST:

I hereby affirm that I am authorized to enter
into and sign this contract on behalf of
PROVIDER

Susan L. Irvine, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

EXHIBIT A
SCOPE OF WORK & COMPENSATION SCHEDULE

DATA AND RECORDS

1. City Ownership of Documents and Data: Any original documents prepared or collected by Provider in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specification, surveys, computations and other data shall be the property of the City (“City’s work product”), unless otherwise agreed to by the parties in writing. Provider agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Provider may have in the materials it prepares under this Contract, including any right to derivative use of the material.
2. Re-Use: City may use City’s work product without further compensation to Provider, provided, however, City’s reuse without written verification or adaption by Provider for purposes other than contemplated herein is a City’s sole risk and without liability to Provider. Provider shall not engage in any conflict of interest nor appropriate any portion of City’s work product for the benefit of Provider or any third parties without City’s prior written consent.
3. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Provider shall immediately deliver to City copies of all City’s work product and any other documents and data accumulated by Provider in performance of this Contract, whether complete or in process.

Sedona Workforce Homeownership Assistance Program
SCOPE OF WORK

The intent of the City of Sedona’s Workforce Homeownership Assistance Program (SWHAP) is to make homeownership possible for citizens who work within the City of Sedona city limits. SWHAP is a one-time benefit per eligible household. This program will assist households with the up-front costs of homeownership who are mortgage eligible, based on credit and income, but lack the cash necessary for the down payment and closing costs associated with purchasing a home. Housing Solutions of Northern Arizona, Inc. (“Provider” or “HSNA”), a local HUD-approved housing counseling agency and nonprofit organization, has been selected by the City of Sedona to administer the program. HSNA will, provide one-on-one housing counseling (including foreclosure mitigation) and general homebuyer education services to the Sedona area workforce, determine eligibility for program participation and administer the financial assistance at the time of purchase,

1. **PROGRAM ELIGIBILITY CRITERIA**
 - 1.1. SWHAP buyer eligibility criteria is as follows:
 - 1.1.1. To be eligible such homebuyers must be US Citizens or legal permanent residents of the United States.

- 1.1.2. Eligible buyers must be first-time Sedona-area homebuyers. This is defined as not owning a home within Yavapai or Coconino counties during the 3-year period ending on the date of purchase of the property.

A first-time home buyer (“FTHB”), according to HUD, includes any individual that has only owned with a former spouse while married.

A FTHB, according to HUD, would also include an individual who has only owned a principal residence not permanently affixed to a permanent foundation, or a property that was not in compliance with State, local or model building codes and cannot be brought into compliance for less than the cost of constructing a permanent structure.

- 1.1.3. Eligible Buyer (or at least one Eligible Buyer within the household who is on title for the property and a borrower/co-borrower on any mortgage financing) must be employed within the City of Sedona City Limits, working a minimum of 30 hours per week for that Sedona employer. Employer will verify that the employee’s job duties cannot be completed remotely and that they are required to be present at the job site at least 30 hours per week. This program is not intended to benefit virtual/remote employees who can work from home anywhere in the state or country.
- 1.1.4. Eligible Buyers understand that repayment of assistance will be triggered if they are not employed by a Sedona business during the “retention period,” which is defined as 7-years from the date of purchase/assistance.
- 1.1.5. Eligible Buyers must complete online homebuyer education course and one-on-one housing counseling through HSNA prior to closing on their home.
- 1.1.6. Eligible Buyers must occupy the home purchased with SWHAP funds as their principal place of residence.
- 1.1.7. Eligible Buyers must meet income guidelines, demonstrating that total household income for all members of the household (even those members who are NOT on the mortgage) does not exceed 150% of the area median income, adjusted for household size. For purposes of determining percentage of AMI, the program will use HUD AMI guidelines for the households, as determined by AMI Guidelines for Coconino County. AMI Guidelines are adjusted annually. HSNA will utilize the “Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition,” or its successor, or another methodology agreed-to by HSNA and the City of Sedona, to determine household income.
- 1.1.8. SWHAP assistance amount is determined by borrower’s contribution. The program provides a 2.5 to 1 match on borrower funds; up to \$10,000 of borrower funds can be matched with up to \$25,000 in SWHAP funds. Borrower funds must be sourced and documented. HSNA will be responsible for sourcing and documenting borrower contribution. Borrower contribution may be a documented gift, as allowed by the first mortgage lender.

- 1.1.9. Borrower must complete a homebuyer education course prior to purchase that meets national industry standards. HSNA offers online homebuyer education resources for clients to meet this criterion. The cost of the course with a coupon code is \$50.00 for the borrower.
- 1.1.10. Borrower must complete one-on-one homebuyer counseling with an HSNA Housing Counselor. Borrower will be offered one-on-one homebuyer counseling at no charge. If a borrower elects to have HSNA pull a tri-merge credit report for review, the cost to the borrower is \$14.00 per person.
- 1.1.11. Borrower must establish a need for assistance. Borrower’s liquid assets (not counting retirement assets) may not exceed 6 months’ PITI after closing.
- 1.1.12. Borrower must be a Citizen of the USA or an alien lawfully admitted for permanent residence in the USA.

1.2. SWHAP housing unit eligibility is as follows:

- 1.2.1. Home to be purchase must be located within the Verde Valley area. The home to be purchased with SWHAP assistance must be located within one of the following zip codes. Area description is added for general guidance and description. If there is a discrepancy between the area description and the zip code, the specific zip code would determine eligibility.

Zip Code	Area Description
86322	Camp Verde
86324	Clarkdale
86325	Cornville/Page Springs
86326	Cottonwood/Verde Villages/Bridgeport
86331	Jerome
86335	Rimrock/Beaver Creek/Lake Montezuma/McGuireville
86336	Sedona
86351	Sedona

- 1.2.2. Home purchase price may not exceed 1.3 times the media home sales price for the area/city where the home is located. Median home sales price will be calculated at least twice annually for various municipalities within the geographic boundary. This calculation will be completed by HSNA and reviewed by the City of Sedona. Homes selling for greater than appraised value are not eligible for assistance.
- 1.2.3. The home must be livable, passing lending guidelines for occupancy and purchase. A separate home inspection is not required through the SWHAP program. However, borrowers will sign a Hold Harmless Agreement as part of their loan documents, holding HSNA and the City of Sedona harmless for the condition of the home.
- 1.2.4. If the home being purchased is not an “arm’s length transaction,” the purchase will be reviewed by the HSNA Housing Assistance Programs committee to ensure the sale does not circumvent program goals. Approval may be granted on a case-by-case basis.

1.3. HSNA shall document and retain all eligibility with client records. Client records may be transferred to the City of Sedona if the City of Sedona elects to complete ongoing loan servicing in the future.

1.4. At this time, HSNA is expected to perform ongoing loan servicing for SWHAP loans. If this changes in the future, the party initiating the change will notify the other party in writing of the requested change in loan servicing. Client loan files will be transferred to the City of Sedona if they elect to perform loan servicing within 60 days of written notification.

2. ASSISTANCE LEVELS AND LENDING PARAMETERS

2.1. The intent of the City's SWHAP Program is to provide workforce within the City of Sedona with up-front financial assistance to enable credit-worthy first-time Sedona area homebuyers to open the door to homeownership.

2.2. The maximum assistance provided through the SWHAP program is as follows:

2.2.1. Maximum amount of financial assistance is \$25,000.00 per household.

2.2.2. SWHAP assistance amount is determined by borrower's contribution. The program provides a 2.5 to 1 match on borrower funds; up to \$10,000 of borrower funds can be matched with up to \$25,000 in SWHAP funds. Borrower funds must be sourced and documented. HSNA will be responsible for sourcing and documenting borrower contribution. Borrower contribution may be a documented gift, as allowed by the first mortgage lender.

2.2.3. If borrower is purchasing a market-rate home without other resale restrictions, repayment of SWHAP financial assistance is based on the higher of two calculations: (1) the amount of assistance received by the household at purchase. Or (2) a percentage of sales price or home value at the time of repayment; the percentage is based on the amount of assistance originally received, calculated as a percent of the original home price. If the borrower is purchasing a resale-restricted home with Deed Restrictions or through a Land Trust program, the amount of assistance repaid to the City of Sedona is equal to the amount of assistance provided to the borrower at closing.

2.2.4. SWHAP assistance will NEVER be forgiven. Repayment will occur at the time of a triggering event, defined as: (1) upon sale of the home, (2) cash-out refinance, (3) non-owner-occupancy, (4) change in title, or (5) no longer employed with a City of Sedona employer during the "retention period," (defined as seven years from purchase) whichever may come first.

2.2.5. In order to ensure affordability and long-term sustainability for the household, while determining need for the program, the households housing ratio must be between 30-35% of gross monthly income unless lender guidelines or layered assistance programs used by the borrower have more conservative requirements. Exceptions to ratio requirements may be made with review and approval of the HSNA Housing Assistance Programs committee, based on compensating factors.

- 2.2.6. Debt-to-Income ratio cannot exceed 45% of gross monthly income. Exceptions to affordability requirements may be made on a case-by-case basis, as recommended by the HSNA Housing Assistance Programs committee, based on compensating factors.
 - 2.2.7. Mortgage is a 30-year fixed-rate mortgage with a competitive interest rate.
 - 2.2.8. Closing costs are reasonable and consistent with industry norms.
 - 2.2.9. SWHAP assistance is recorded in second position behind the primary mortgage, unless approved to subordinate behind another subordinate deed of trust.
- 2.3. HSNA may, with City of Sedona approval, vary slightly from above loan parameters on a case-by-case basis to assist with a particular hardship or when doing so can derive some other program benefit.

3. LOAN TERMS

The financial assistance loans will be secured on each property by a Promissory Note payable to the City of Sedona and a recorded Deed of Trust with the City of Sedona as beneficiary. The original recorded Deed of Trust and Promissory Note will be part of the client loan file and kept in a secure, locked location. The Note will never be forgiven. When the household repays SWHAP assistance, HSNA, acting on behalf of the City of Sedona, will record with Coconino County or Yavapai County Recorders' Office a Deed of Release and Reconveyance. HSNA will process payoff requests from the title company as part of ongoing loan servicing, unless the ongoing loan servicing is transferred to the City of Sedona, as outlined above.

The City of Sedona will subordinate into a second lien position to a primary mortgage lender in the future if the proposed first mortgage meets the financial interests of the borrower and there is minimal cash-out to borrower through the refinance, defined as borrower receiving no more than \$500.00. Refinancing to obtain a lower payment and/or lower interest rate with minimal cash out will be allowed. The City of Sedona, at its own discretion, may decide to subordinate to a third lien position. The City reserves the right to review each subordination as a lender. They may assign this right to review to HSNA. HSNA will provide housing counseling to SWHAP clients seeking a refinance and subordination to ensure the client understands costs associated with the refinance.

4. LOAN SERVICING

HSNA will service all SWHAP loans administered by HSNA for the life of the loan as part of this contract unless the City of Sedona determines in the future it wants to take on that loan servicing task. Enforcement of legal rights held by the City of Sedona through loan documents will be the responsibility of the City of Sedona, at its discretion.

5. CLIENT AND PROGRAM FILES

HSNA will keep and maintain program files for a minimum of five years after contract close out and be available to the City of Sedona for monitoring of the files. Client files will be maintained by HSNA while SWHAP loans are active and for a period of three years after loan payoff. Client files will include original Promissory Notes, recorded Deeds of Trust and all other loan and eligibility documentation. Client files, both hard copy and electronic versions, will be secured based on HUD guidelines for client confidentiality.

6. HOMEBUYER COUNSELING & EDUCATION

6.1. HSNA will follow the National Housing Counseling Standards for pre-purchase, post-purchase and foreclosure housing counseling, as well as homebuyer education, which have been adopted by HSNA. HSNA's housing counseling staff will complete continuing education and abide by HUD requirements in the delivery of both one-on-one housing counseling and education. The intent of the homebuyer education is to provide clients with general information regarding the home-buying process, credit and savings information, lending details and how to shop for a home. In addition, Fair Housing, Consumer Protection laws and Home Inspection information is presented to potential homebuyers.

6.2. All homebuyer aspirants, regardless of income, are invited to complete HSNA's online homebuyer education course, offered through EHome America. The standard course is \$99.00 per household HSNA offers a discount code to homebuyers who participate in one-on-one housing counseling – the discounted cost the course is \$50.00 per household. The workshop fee will be paid by the household at the time of course registration. The homebuyer education certification provided at course completion is valid for one year.

6.3. Throughout the home-buying process, clients are encouraged to meet one-on-one with a certified homebuyer counselor who will help them navigate the home-buying process, determine their individual housing needs and wants, and overcome challenges to make homeownership feasible. The counselor will also help clients understand and access additional available financial assistance programs including WISH and any Employer-Assisted Housing Programs available in the area.

6.4. Financial assistance available through the City's SWHAP program will be committed on a first-come, first-served basis. Clients will be determined to be eligible for funds when they meet the following criteria: (1) have an accepted purchase contract with a closing date within 60 days; (2) have loan approval from a lender, demonstrating the loan meets HSNA's guidelines for a first mortgage; (3) have completed one-on-one homebuyer counseling and the required pre-purchase education class; (4) have provided all required documentation to the counselor to determine eligibility. Once a client is determined to be eligible for financial assistance, the HSNA Housing Assistance Programs Committee, comprised of experts in the lending field, will review the purchase, loan and financial assistance package to determine if the client is eligible to receive financial assistance.

6.5. HSNA's Housing Counselor will prepare loan documents and draw funds in preparation for close of escrow.

7. GENERATING MORTGAGE RESOURCES

HSNA agrees that eligible borrowers shall obtain the mortgage financing from the lender of their choice and shall choose the title company of their choice. HSNA shall use its best efforts to generate mortgage resources for eligible borrowers through (1) relationships with lending institutions; and (2) gaining approval of "soft second" mortgage products by the Federal Housing Administration (FHA), the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Veterans' Administration (VA) and the US Department of Agriculture (USDA), as necessary.

8. PROGRAM MARKETING

HSNA shall affirmatively market the program through media, literature, announcements, networking with Realtors and lenders, outreach to local employers, and other activities as appropriate. HSNA will advertise (to employers and Realtors) and host at least one open public information session annually for interested buyers and promote the SWHAP program at no less than two local events annually. HSNA will work to ensure outreach targets underserved households, to the best of its ability. HSNA personnel will maintain a physical presence in Sedona as needed, including one day per week of scheduled open office hours. HSNA will create an online application portal easily accessible to the public.

9. PROJECT ADMINISTRATION

HSNA will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract. HSNA responsibilities include: (1) keeping project files detailing project activities, procurement, project information, correspondence and any additional information; (2) submitting quarterly reports as outlined below to the City of Sedona to provide updates on program outcomes and progress; (3) keeping client files detailing eligibility, income, ethnicity, age, disability, employer, and any other information deemed necessary by the City of Sedona; (4) project accounting, including documentation of expenditures and receipts; (5) managing personnel; (6) completing audits and other submissions; (7) overseeing project to ensure a cost-effective and efficient delivery of services; and (8) ensuring that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, religion, disability, familial status or national origin.

Sedona Employer Assisted Housing Program (SEAH)

SCOPE OF WORK

The intent of the City of Sedona's Employer Assisted Housing Program (SEAH) is to make homeownership possible for citizens who work for the City of Sedona. SEAH is a one-time benefit per eligible household. This program will assist households with the up-front costs of homeownership who are mortgage eligible, based on credit and income, but lack the cash necessary for the down payment and closing costs associated with purchasing a home. Housing Solutions of Northern Arizona, Inc. (HSNA), a local HUD-approved housing counseling agency and nonprofit organization, has been selected by the City of Sedona to administer the program. HSNA will, provide one-on-one housing counseling (including foreclosure mitigation) and general homebuyer education to all City of Sedona employees, determine eligibility for program participation administer the financial assistance at the time of purchase

1. PROGRAM ELIGIBILITY CRITERIA

1.1. SEAH buyer eligibility criteria is as follows:

1.1.1. To be eligible such homebuyers must be US Citizens or legal permanent residents of the United States.

1.1.2. Eligible buyers must be first-time Sedona-area homebuyers. This is defined as not owning a home within Yavapai or Coconino counties during the 3-year period ending on the date of purchase of the property.

A first-time home buyer (“FTHB”), according to HUD, includes any individual that has only owned with a former spouse while married.

A FTHB, according to HUD, would also include an individual who has only owned a principal residence not permanently affixed to a permanent foundation, or a property that was not in compliance with State, local or model building codes and cannot be brought into compliance for less than the cost of constructing a permanent structure.

- 1.1.3. Eligible Buyer (or at least one Eligible Buyer within the household who is on title for the property and a borrower/co-borrower on any mortgage financing) must be employed by the City of Sedona City, working in a non-temporary position for a period of 12 consecutive months prior to purchase. The employee must be employed by the City of Sedona full-time, working on average at least 30 hours per week. Sedona HR Dept. will verify that the employee’s job duties cannot be completed remotely and that they are required to be present at the job site at least 30 hours per week. This program is not intended to benefit virtual/remote employees who can work from home anywhere in the state or country.

Employee’s most recent performance evaluation must demonstrate work performance is meeting or exceeding expectations. Employee must not be on a work performance plan.

- 1.1.4. Eligible Buyers understand that repayment of assistance will be triggered if they leave employment with the City of Sedona during the “retention period,” which is defined as 7-years from the date of purchase/assistance.
- 1.1.5. Eligible Buyers must complete online homebuyer education course and one-on-one housing counseling through HSNA prior to closing on their home.
- 1.1.6. Eligible Buyers must occupy the home purchased with SEAH funds as their principal place of residence.
- 1.1.7. There are no income eligibility requirements for the SEAH program.
- 1.1.8. SEAH assistance amount is determined by borrower’s contribution. The program provides a 2.5 to 1 match on borrower funds; up to \$10,000 of borrower funds can be matched with up to \$25,000 in SWHAP funds. Borrower funds must be sourced and documented. HSNA will be responsible for sourcing and documenting borrower contribution. Borrower contribution may be a documented gift, as allowed by the first mortgage lender.
- 1.1.9. Borrower must complete a homebuyer education course prior to purchase that meets national industry standards. HSNA offers online homebuyer education resources for clients to meet this criterion. The cost of the course with a coupon code is \$50.00 for the borrower.
- 1.1.10. Borrower must complete one-on-one homebuyer counseling with an HSNA Housing Counselor. Borrower will be offered one-on-one homebuyer counseling at no charge. If a borrower elects to have HSNA pull a tri-merge credit report for review, the cost to the borrower is \$14.00 per person.

- 1.1.11. Borrower must establish a need for assistance. Borrower’s liquid assets (not counting retirement assets) may not exceed 6 months’ PITI after closing.
- 1.1.12. Borrower must be a Citizen of the USA or an alien lawfully admitted for permanent residence in the USA.

1.2. SEAH housing unit eligibility is as follows:

- 1.2.1. Home to be purchase must be located within the Verde Valley area. The home to be purchased with SEAH assistance must be located within one of the following zip codes. Area description is added for general guidance and description. If there is a discrepancy between the area description and the zip code, the specific zip code would determine eligibility.

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- 1.2.2. Home purchase price may not exceed 1.3 times the media home sales price for the area/city where the home is located. Median home sales price will be calculated at least twice annually for various municipalities within the geographic boundary. This calculation will be completed by HSNA and reviewed by the City of Sedona. Homes selling for greater than appraised value are not eligible for assistance.
- 1.2.3. The home must be livable, passing lending guidelines for occupancy and purchase. A separate home inspection is not required through the SEAH program. However, borrowers will sign a Hold Harmless Agreement as part of their loan documents, holding HSNA and the City of Sedona harmless for the condition of the home.
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transferred to the City of Sedona if they elect to perform loan servicing within 60 days of written notification.

2. ASSISTANCE LEVELS AND LENDING PARAMETERS

- 2.1. The intent of the City's SEAH Program is to provide workforce within the City of Sedona with up-front financial assistance to enable credit-worthy first-time Sedona area homebuyers to open the door to homeownership.
- 2.2. The maximum assistance provided through the SEAH program is as follows:
 - 2.2.1. Maximum amount of financial assistance is \$25,000.00 per household.
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 - 2.2.3. If borrower is purchasing a market-rate home without other resale restrictions, repayment of SEAH financial assistance is based on the higher of two calculations: (1) the amount of assistance received by the household at purchase. Or (2) a percentage of sales price or home value at the time of repayment; the percentage is based on the amount of assistance originally received, calculated as a percent of the original home price. If the borrower is purchasing a resale-restricted home with Deed Restrictions or through a Land Trust program, the amount of assistance repaid to the City of Sedona is equal to the amount of assistance provided to the borrower at closing.
 - 2.2.4. SEAH assistance will NEVER be forgiven. Repayment will occur at the time of a triggering event, defined as: (1) upon sale of the home, (2) cash-out refinance, (3) non-owner-occupancy, (4) change in title, or (5) no longer employed with a City of Sedona employer during the "retention period," (defined as seven years from purchase) whichever may come first.
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savings information, lending details and how to shop for a home. In addition, Fair Housing, Consumer Protection laws and Home Inspection information is presented to potential homebuyers.

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- 6.4. Financial assistance available through the City's SEAH program will be committed on a first-come, first-served basis. Clients will be determined to be eligible for funds when they meet the following criteria: (1) have an accepted purchase contract with a closing date within 60 days; (2) have loan approval from a lender, demonstrating the loan meets HSNA's guidelines for a first mortgage; (3) have completed one-on-one homebuyer counseling and the required pre-purchase education class; (4) have provided all required documentation to the counselor to determine eligibility. Once a client is determined to be eligible for financial assistance, the HSNA Housing Assistance Programs Committee, comprised of experts in the lending field, will review the purchase, loan and financial assistance package to determine if the client is eligible to receive financial assistance.
- 6.5. HSNA's Housing Counselor will prepare loan documents and draw funds in preparation for close of escrow.

7. GENERATING MORTGAGE RESOURCES

HSNA agrees that eligible borrowers shall obtain the mortgage financing from the lender of their choice and shall choose the title company of their choice. HSNA shall use its best efforts to generate mortgage resources for eligible borrowers through (1) relationships with lending institutions; and (2) gaining approval of "soft second" mortgage products by the Federal Housing Administration (FHA), the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Veterans' Administration (VA) and the US Department of Agriculture (USDA), as necessary.

8. PROGRAM MARKETING

HSNA shall affirmatively market the program through media, literature, announcements, networking with Realtors and lenders, outreach to local employers, and other activities as appropriate. HSNA will advertise and host at least one open homeownership and housing counseling information session for City of Sedona employees annually and promote the SEAH program at no less than two local events annually, these two events may be congruent with the requirement for the promotion of SWHAP. HSNA will work to

ensure outreach targets underserved households, to the best of its ability. HSNA personnel will maintain a physical presence in Sedona as needed, including one day per week of scheduled open office hours. This requirement may be met in congruence with the same requirement for SWHAP. HSNA will create an online application portal easily accessible to the public.

9. PROJECT ADMINISTRATION

HSNA will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract. HSNA will proactively adapt guidelines along with the City of Sedona as needed, create and execute all loan documents required, and coordinate with lenders and title companies to close loans and ensure all documents are filed. HSNA responsibilities include: (1) keeping project files detailing project activities, procurement, project information, correspondence and any additional information; (2) submitting quarterly reports as outlined below to the City of Sedona to provide updates on program outcomes and progress; (3) keeping client files detailing eligibility, income, ethnicity, age, disability, employer, and any other information deemed necessary by the City of Sedona; (4) project accounting, including documentation of expenditures and receipts; (5) managing personnel; (6) completing audits and other submissions; (7) overseeing project to ensure a cost-effective and efficient delivery of services; and (8) ensuring that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, religion, disability, familial status or national origin.

Compensation Schedule

HSNA will provide services outlined in this contract for a flat fee of \$60,000.00 annually. HSNA will bill the City of Sedona in equal quarterly installments for services provided in the previous quarter. The quarterly invoice will be submitted to the City of Sedona by the 15th of the month following the quarter for billing. HSNA will provide quarterly program update reports to the City of Sedona with the invoice for that quarter's services. HSNA is also available to present to City Council to provide updates, as requested.

When the scope of this Contract is complete, Provider will provide a final report. The final report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Contract as deemed necessary by the City. Notwithstanding anything to the contrary, the Provider shall not be required to provide any of the Provider's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans or any data, results or other information resulting from Provider's performance of research or any other activities relating thereto.



**CITY COUNCIL
AGENDA BILL**

**AB 2571
November 23, 2021
Regular Business**

Agenda Item: 8e

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

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

City Attorney Approval	Reviewed 11/15/2021 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.

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

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.