

# AGENDA



# 4:30 P.M.

## CITY COUNCIL MEETING

## TUESDAY, MARCH 22, 2022

### 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](http://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 [cityclerksdept@sedonaaz.gov](mailto:cityclerksdept@sedonaaz.gov) in advance of the 4:30 p.m. Call To Order.
- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

DUE TO CONTINUED PRECAUTIONS RELATED TO COVID-19, SEATING FOR THE PUBLIC WITHIN THE COUNCIL CHAMBERS IS LIMITED. THOSE WISHING TO COMMENT ON SCHEDULED AGENDA ITEMS MAY BE ASKED TO WAIT OUTDOORS OR IN AN ALTERNATE LOCATION IF THERE IS NOT ADEQUATE SEATING IN COUNCIL CHAMBERS. **COMMENTS IN ADVANCE OF THE 4:30 P.M. CALL TO ORDER ARE STRONGLY ENCOURAGED BY SENDING AN EMAIL TO [CITYCLERKSDEPT@SEDONAAZ.GOV](mailto:CITYCLERKSDEPT@SEDONAAZ.GOV) AND WILL BE MADE PART OF THE OFFICIAL MEETING RECORD.** THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT [WWW.SEDONAAZ.GOV](http://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 - March 8, 2022 City Council Special Meeting—Executive Session.
- Minutes - March 8, 2022 City Council Regular Meeting.
- Minutes - March 9, 2022 City Council Special Meeting.
- AB 2788 Approval of a Resolution calling the 2022 Primary Election for the offices of City Councilor (three seats with four-year terms) and Mayor (two-year term), a proposal for extension of the Local Alternative Expenditure Limitation – Home Rule Option, and to call the 2022 General election, if needed.
- AB 2790 Approval of a recommendation regarding an application for a Series 10 Beer and Wine Store Liquor License with Sampling Privileges for Natural Grocers located at 1915 W State Route 89A, Sedona, AZ (File #179735).
- AB 2796 Approval of a Resolution authorizing an Intergovernmental Agreement for the provision of services by the Coconino County Elections Department.
- AB 2791 Approval of additional construction contract expenditures for the Shelby Drive Roadway Improvements Project, for cumulative change orders exceeding 10% of the original contract value.
- AB 2793 Approval of a Real Estate Purchase and Sale Agreement with the Ochoa Family for the purchase of APN 401-38-006B (780 Forest Road) for the Forest Road Extension Project.

### 4. APPOINTMENTS - None.

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

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

### 7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

### 8. REGULAR BUSINESS



- AB 2783 **Presentation/discussion/possible direction** on the Coconino National Forest Supervisor's response to the City's request to implement a limited entry permit system for motorized use in the greater Sedona area.

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

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



### Page 2, City Council Meeting Agenda Continued

- b. AB 2794 **Discussion/possible action** regarding a Resolution and Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic) by adopting amendments to Chapter 10.20 (Parking) and an Ordinance amending the City of Sedona Parking Citation Fine Schedule. 
- c. AB 2759 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona. 
- d. **Reports/discussion** regarding Council assignments.
- e. **Discussion** regarding ideas for 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: 03/17/2022

By: DJ

\_\_\_\_\_  
JoAnne Cook, CMC,  
City Clerk

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

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

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes  
Special City Council Meeting  
Vultee Conference Room, Sedona City Hall,  
106 Roadrunner Drive, Sedona, Arizona  
Tuesday, March 08, 2022, 3:00 p.m.**

**1. Call to Order**

Mayor Moriarty called the meeting to order at 3:04 p.m.

**2. Roll Call**

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

**Staff in attendance:** City Manager Karen Osburn and City Clerk JoAnne Cook.

**3. Special Business**

**Motion: Councilor Williamson moved to enter into Executive Session at 3:05 p.m. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.**

- a. Discussion and consultation regarding personnel matters, specifically to discuss City Manager Karen Osburn's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).**

JoAnne gave the admonition.

Discussion regarding city manager's annual evaluation.

**Return to open session. Discussion/possible action regarding executive session items. Reconvened in open session at 4:48 p.m.**

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

**Motion: Councilor Kinsella moved to increase the city manager's compensation by \$18,300 paid by the city, on her behalf, into retirement accounts. 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.**

**4. Adjournment**

Mayor Moriarty adjourned the meeting at 4:50 p.m.

**I certify that the above are the true and correct actions of the Special City Council Meeting held on March 08, 2022.**

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JoAnne Cook, CMC, City Clerk

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Date

**Action Minutes**  
**Regular City Council Meeting**  
**City Council Chambers, Sedona City Hall,**  
**102 Roadrunner Drive, Sedona, Arizona**  
**Tuesday, March 08, 2022, 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 Engineer/Assistant City Manager Andy Dickey, Associate. Arts & Culture Coordinator Nancy Lattanzi, Assistant to the City Manager Megan McCrae, Director of Community Development Jess McNeely, Public Relations Coordinator Ron Eland, Planning Manger Cari Meyer, Sustainability Manager Alicia Peck, Finance Director Cherie Wright, City Attorney Kurt Christianson, City Clerk JoAnne Cook.

**2. City's Vision/Moment of Art**

The City's Vision video was played.

Nancy announced that March is Women's History Month and that today is National Women's Day. She advised that five local women artists will be recognized during March at the National Museum of the Arts, located in Washington DC, and other media outlets. She introduced artists Marlys Mallet, Mary Helsaple, Marilyn Bos, Bonnie Hartenstein, and Ellen Kamerling.

Presentation of the artists and their work by Mindy Mendelsohn.

**3. Consent Items**

- a. **Minutes - February 22, 2022 City Council Special Meeting - Executive Session.**
- b. **Minutes - February 22, 2022 City Council Regular Meeting.**
- c. **AB 2780 Approval of a recommendation regarding an application for a Series 7 Beer and Wine Bar Liquor License for The Star Motel located at 295 Jordan Rd., Sedona, AZ (File #181432).**
- d. **Approval of Proclamation, Verde Valley Stand Down, March 25, 2022.**

**Motion: Councilor Williamson moved to approve the consent agenda items. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.**

**4. Appointments – None.**

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

Vice Mayor Jablow advised that the 50<sup>th</sup> St. Patrick's Parade is Saturday, March 12<sup>th</sup> at 10:30 a.m. on Jordan Road in Uptown Sedona; the Sedona Food Truck Festival and Stumble is Saturday, March 26<sup>th</sup>; he encouraged all to visit the Parks and Recreation website for information on more activities. Councilor Ploog advised that today is National Women's Day and announced that Mayor Moriarty was recognized with an award for Lifetime Achievement today at a women's luncheon. Councilor Ploog commended the Mayor for receiving the award.

## **6. Public Forum**

**Public forum opened at 4:58 p.m.**

**Dan Vega, Sedona, spoke for himself and Richard Copland, Sedona in favor of the possibility of a permanent disk golf course in Sedona and suggested location of the Cultural Park or Posse Grounds; John Martinez, Sedona, advised Council of the Sedona Public Library and a commemorative paver project and encouraged local participation.**

**Back to Council at 5:03 p.m.**

## **7. Proclamations, Recognitions & Awards – None.**

## **8. Regular Business**

- a. AB 2787 Public hearing/presentation concerning whether the City of Sedona should extend the Alternative Expenditure Limitation – Home Rule Option with regard to the City Budget. This is the first of two public hearings, and this issue would be placed on the August 2, 2022 ballot for voter approval.**

Presentation by Joanne Keene and Cherie Wright.

Comments and questions by Council.

Opened to the public at 5:24 p.m.

No public comment.

Brought back to Council at 5:24 p.m.

Presentation and public hearing only. No action taken.

- b. AB 2763 Discussion/possible action regarding the approval of contracts for art in four round-a-bouts as part of the Art in Public Places Program.**

Presentation by Nancy Lattanzi.

Comments and questions by Council.

**Motion: Councilor Kinsella moved to approve the four agreements as recommended not to exceed \$65,000 each to: James Muir, Mark Feldtkeller, Susan Kliewer, and Don Kennell and Lisa Adler for roundabout sculptures along State Route 179, subject to approval of a written contract by the City Attorney. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.**

**Break at 5:57 p.m. Reconvened at 6:21 p.m.**

- c. **AB 2776 Discussion/possible action regarding approval of a Resolution amending the development agreement between Sunset Lofts, LLC and the City of Sedona for the construction of 46-units of workforce housing at 220 Sunset Drive in Sedona.**

Karen Osburn introduced Developer and President of MK Company Keith Holben. Presentation by Karen Osburn and Keith Holben.

Comments and questions from Council.

**Motion: Councilor Thompson moved to approve Resolution 2022- 05 approving an amendment to the development agreement between the City of Sedona and Sunset Lofts, LLC. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.**

- d. **AB 2759 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.**

Presentation by Joanne Keene.

Comments and questions from Council.

**By consensus, Council agreed to support HB2661.**

**Joanne will come back to Council with an update on water discussions.**

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

No presentation.

- f. **Reports/discussion regarding Council assignments.**

Councilor Thompson advised that he attended a Northern Arizona Council of Governments (NACOG) meeting since the last meeting. He said they are experiencing staffing issues. Vice Mayor Jablow stated he and Councilor Ploog attended a meeting and had the opportunity to speak to Representative Nguyen regarding OHV issues. Councilor Kinsella shared that the Sedona Community Center is starting up the Meals on Wheels program, and also advised a celebration is upcoming for their 50<sup>th</sup> anniversary. She announced they recently won a Golden Plate Award.

- g. **Discussion regarding ideas for future meeting/agenda items.**

Mayor Moriarty advised the City Council meeting will be starting tomorrow at 3:00 p.m.

## **9. Executive Session**

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

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

No Executive Session was held.

**10. Adjournment**

Mayor Moriarty adjourned the meeting at 7:31 p.m. without objection.

**I certify that the above are the true and correct actions of the Regular City Council Meeting held on March 08, 2022.**

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

\_\_\_\_\_  
Date



**Action Minutes  
Special City Council Meeting  
City Council Chambers, Sedona City Hall,  
102 Roadrunner Drive, Sedona, Arizona  
Wednesday, March 9, 2022, 3:00 p.m.**

**1. Call to Order**

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

**2. Roll Call**

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

**Staff in attendance:** City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Assistant City Manager/Director of Public Works/City Engineer Andy Dickey, Sustainability Manager Alicia Peck, Deputy City Clerk Cherise Fullbright.

**3. Special Business**

**a. AB 2783 Presentation/discussion/possible direction on the Coconino National Forest Supervisor's response to the City's request to implement a limited entry permit system for motorized use in the greater Sedona area.**

Presentation by Karen Osburn, Kurt Christianson, Coconino National Forest District Ranger Amy Tinderholt, Coconino Nation Forest Recreation Program Manager Brian Poturalski, and Coconino National Forest Red Rock Ranger District Recreation Program Manager Chris Johansen.

Questions and comments from Council.

Opened to the public at 4:39 p.m.

The following spoke regarding this item: Janet Johnson, Sedona, Rob Adams, Sedona, Ann Kelley, Sedona, Ron Khosla, Sedona, Sherri Richards, Sedona, Carl Jackson, Sedona, Brian Fultz, Sedona, Birgit Loewenstein, Unincorporated Yavapai County, Kathryn Khosla, Sedona.

Brought back to Council at 5:00 p.m.

Additional questions and comments from Council.

**By majority consensus, Council agreed to pursue the assessment and monitoring plan for Broken Arrow and the multi-stakeholder process collaborative effort, but requested that expediting the process be discussed with Coconino National Forest Supervisor Laura Jo West at a future meeting.**

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

**4. Executive Session**

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

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

Mayor Moriarty adjourned the meeting at 5:41 p.m.

**I certify that the above are the true and correct actions of the Special City Council Meeting held on March 9, 2022.**

\_\_\_\_\_  
Cherise Fullbright, Deputy City Clerk

\_\_\_\_\_  
Date



**CITY COUNCIL  
AGENDA BILL**

**AB 2788  
March 22, 2022  
Consent Items**

**Agenda Item:** 3d  
**Proposed Action & Subject:** Approval of a Resolution calling the 2022 Primary Election for the offices of City Councilor (three seats with four-year terms) and Mayor (two-year term), a proposal for extension of the Local Alternative Expenditure Limitation – Home Rule Option, and to call the 2022 General election, if needed.

<b>Department</b>	City Clerk
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Resolution

City Attorney Approval	Reviewed 03/14/22 KWC	<b>Expenditure Required</b>
		\$ TBD
City Manager's Recommendation	Approve the resolution to call the 2022 Primary Election and a General Election, if necessary, for the offices of City Councilor, Mayor and the Local Alternative Expenditure Limitation	<b>Amount Budgeted</b>
		\$ 42,500
		Account No. 10-6240-06-6405 (Description) \$42,020 10-6240-06-6511 \$500
		Finance Approval <input checked="" type="checkbox"/> Although there is no cost to "calling" an election, there is a cost to hold/administer the election. This has been anticipated in the FY23 Budget.

**SUMMARY STATEMENT**

**Background:** The City Clerk is seeking approval to call a Primary Election on August 2, 2022 and, if necessary, a General Election on November 8, 2022.

The Primary Election will have the following issues on the ballot:

- A proposal to adopt an extension of the Local Alternative Expenditure Limitation – Home Rule Option (arguments in favor of or in opposition to the Local Alternative Expenditure Limitation are due at the Sedona City Clerk's Office by 5:00 p.m., April 28, 2022.)
- Three council seats consisting of four-year terms.
- For the election of mayor, a two-year term.

If needed, the General Election will be held to fill any seat(s) not filled at the Primary.

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

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

**Alternative(s):** None

**MOTION**

**I move to:** approve Resolution No. 2022-\_\_ a Resolution calling the 2022 Primary Election for the offices of City Councilor (three seats with four-year terms) and Mayor (two-year term), a proposal to adopt an extension of the Local Alternative Expenditure Limitation – Home Rule Option, and to call the 2022 General election, if needed.

## RESOLUTION NO. 2022-\_\_

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, DESIGNATING THE ELECTION DATES AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; DESIGNATING THE DEADLINE FOR SUBMISSION OF ARGUMENTS EITHER SUPPORTING OR OPPOSING THE PROPOSITION; AND DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.**

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

#### Section 1. Designation of Election Date; Purpose

That August 2, 2022 has been set as the time for holding the Primary Election in the City of Sedona for the following purposes:

A. Nominating candidates for Mayor for a 2-year term and three City Council seats for a 4-year term, whose names shall appear on the ballot at the General Election to be held on November 8, 2022. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected without running at the General Election.

B. Consideration by the voters of a proposal to adopt an extension of the Local Alternative Expenditure Limitation – Home Rule Option at the City Primary Election.

#### Section 2. Designating Deadline for Voter Registration

Coconino and Yavapai County registration and voting lists will be used for the municipal election. In order to be qualified to vote you must be registered by July 5, 2022.

#### Section 3. Designating Deadline for Submission of Arguments

Arguments either supporting or opposing the Proposition for the Local Alternative Expenditure Limitation – Home Rule Option to be contained in the publicity pamphlet must be no more than 200 words in length. Individuals submitting arguments must provide their name, physical or mailing address, and a telephone number. Only your name will be included in the publicity pamphlet. Each argument filed shall contain the sworn statement of each person sponsoring it. If the argument is sponsored by an organization, it shall contain the sworn statement of two executive officers of the organization or if sponsored by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. Arguments must be filed with the City Clerk no later than 5:00 p.m. on April 28, 2022. No person or organization shall submit more than one argument.

Section 4. Designating Date and Place to File Candidate Nomination Form

Candidates seeking municipal office may obtain nomination papers and other materials which must be filed by candidates at the Office of the City Clerk, 102 Roadrunner Drive, Sedona, Arizona beginning 7:00 a.m. March 7, 2022. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on April 4, 2022 at the Office of the City Clerk, 102 Roadrunner Drive, Sedona, Arizona in order for their names to appear on the Primary Election ballot.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 22<sup>nd</sup> day of March, 2022.

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Sandra J. Moriarty, Mayor

Attest:

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JoAnne Cook, CMC, City Clerk

Approved as to Form:

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Kurt W. Christianson, City Attorney



**CITY COUNCIL  
AGENDA BILL**

**AB 2790  
March 22, 2022  
Consent Items**

**Agenda Item: 3e**  
**Proposed Action & Subject:** Approval of a recommendation regarding an application for a Series 10 Beer and Wine Store Liquor License with Sampling Privileges for Natural Grocers located at 1915 W State Route 89A, Sedona, AZ (File #179735).

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

City Attorney Approval	Reviewed 03/14/22 KWC	<b>Expenditure Required</b>	\$ 0
City Manager's Recommendation	Approve new Series 10 Beer & Wine Store Liquor License with Sampling Privileges for Natural Grocers located at 1915 W State Route 89A, Sedona, AZ (File #179735).	<b>Amount Budgeted</b>	\$ 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 10 Beer and Wine Store Liquor License with Sampling Privileges for Natural Grocers located at 1915 W State Route 89A, Sedona, AZ (File #179735). The application is available for review and inspection in the City Clerk's office or by email.

A Series 10 Liquor License (Beer and Wine) is a non-transferable, off-sale retail privileges liquor license that allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. The Sampling Privileges allow for samples limited to three ounces of beer or cooler-type products, one and one-half ounces of wine, and one ounce of distilled spirits per person, per brand, per day. The sampling shall be conducted only on the licensed premises

under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler, or retail licensee. (A.R.S. § 4-206.01)

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.

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

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

**Alternative(s):** Recommend denial of a new Series 10 Beer and Wine Store Liquor License application with Sampling Privileges for Natural Grocers located at 1915 W State Route 89A, Sedona, AZ (File #179735). Reasons for a recommendation of denial would need to be specified.

## **MOTION**

**I move to:** recommend approval of a new Series 10 Beer & Wine Store Liquor License application with Sampling Privileges for Natural Grocers located at 1915 W State Route 89A, Sedona, AZ (File #179735).





CITY COUNCIL
AGENDA BILL

AB 2796
March 22, 2022
Consent Items

Agenda Item: 3f
Proposed Action & Subject: Approval of a Resolution authorizing an Intergovernmental Agreement for the provision of services by the Coconino County Elections Department.

Table with 2 columns: Field Name and Value. Fields include Department (City Clerk), Time to Present (N/A), Total Time for Item, Other Council Meetings (None), and Exhibits (A. Proposed Resolution with IGA as Attached Exhibit).

Table with 3 columns: Approval Type, Description, and Financial Details. Includes City Attorney Approval (Reviewed 03/14/22 KWC), City Manager's Recommendation (Approve Resolution...), Expenditure Required (\$ TBD), and Amount Budgeted (\$ 9,000).

SUMMARY STATEMENT

Background: Coconino County has submitted an Intergovernmental Agreement for the Provision of Services by the Coconino County Elections Department. This is an agreement for the services they will provide to the City of Sedona for the August 2, 2022 Primary Election. A new IGA will be created for the November 8, 2022 General Election, if necessary.

Climate Action Plan/Sustainability Compliant: [ ] Yes - [ ] No - [x] Not Applicable

Board/Commission Recommendation: [ ] Applicable - [x] Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2022-\_\_\_, authorizing an Intergovernmental Agreement for the provision of services by the Coconino County Elections Department.

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR  
PROVISION OF SERVICES BY THE COCONINO COUNTY ELECTIONS  
DEPARTMENT.**

WHEREAS, the respective governmental entities the City of Sedona (the "City") and Coconino County (the "County") desire to enter into an Intergovernmental Agreement (IGA) for Provision of Services by the Coconino County Elections Department attached as an exhibit to this resolution; and

WHEREAS, execution of this IGA will allow the City and the County to work in cooperation on the August 2, 2022 Primary Election.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT;

The City of Sedona, through its Mayor and City Council, hereby approves the Intergovernmental Agreement for Provision of Services by the Coconino County Elections Department and authorizes the Mayor to execute the IGA with approval of the City Attorney.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 22<sup>nd</sup> day of March, 2022.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kurt W. Christianson, City Attorney



**Intergovernmental Agreement  
FOR PROVISION OF SERVICES BY THE  
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Contract for Services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY and Coconino County Elections Department (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and **CITY OF SEDONA**, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. §16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

**SECTION 1. Type of Election and Important Dates**

COUNTY agrees to provide election services for the following election:

**Primary Election**

<b>Election Day</b>	<b>8/02/2022</b>
<b>Last day to vote early in person</b>	<b>7/29/2022</b>
<b>Last day to request an early ballot to be mailed</b>	<b>7/22/2022</b>
<b>Early voting begins/early ballots mailed</b>	<b>7/06/2022</b>
<b>Voter registration deadline</b>	<b>7/05/2022</b>

**SECTION 2. CONTACT PERSONS FOR JURISDICTION**

**Contact Name:** \_\_\_\_\_

**Legal Counsel:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:**

**Telephone:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail :** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**SECTION 3: PURPOSE**

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

**SECTION 4: SERVICES TO BE PERFORMED BY COUNTY**

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

**1. PRINTING**

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the ES&S Optical Scan Voting System and accessible ExpressVote equipment.

**2. TRANSLATION**

**SPANISH:** Translation of ballot text shall be provided by CCED. The jurisdiction is responsible for ensuring the Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

**NATIVE AMERICAN:** If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. CCED will provide Navajo and Hopi language translation for the ballot when applicable.

### **3. BALLOTS**

- A. CCED will have Official Ballots printed and distributed to the early voting sites and the polling places and vote centers:
- B. JURISDICTION will provide CCED with final ballot language, no later than 90 days prior to election day.
- C. After 90 days prior to election day, JURISDICTION will pay \$100 per change to CCED for any changes or alterations to final ballot language unless it is an error or omission made by CCED.
- D. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have two days to notify CCED of any corrections to the ballot because of errors or omissions.

### **4. POLL WORKERS**

CCED will recruit, train, provide and pay Election Workers to conduct the election.

### **5. POLLING PLACES**

CCED will designate and arrange for the polling places and vote centers. (This includes reserving each site and mailing an agreement to each location.)

### **6. REGISTERS AND ROSTERS**

- A. CCED will provide the statutory lists of registered voters for early voting and for use at the polling places and vote centers.
- B. CCED voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted and, in some cases, prohibited by law, subject to criminal prosecution.

### **7. ELECTION DAY SUPPLIES**

CCED shall deliver and pick up polling place and vote center supplies.

### **8. LOGIC AND ACCURACY TEST**

- A. CCED will conduct the Logic and Accuracy Tests of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

### **9. EARLY VOTING**

CCED will conduct early voting by mail and in person at locations designated by CCED.

## **SECTION 5: OBLIGATIONS OF JURISDICTION**

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

**\$2.00** per registered voter, except as provided below, plus:

\* Actual cost of Native American Outreach

2. Publish and/or post all legal notices required by statute, except for the notice for the Logic and Accuracy tests.
3. Prepare, print and mail any required informational pamphlet.
4. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1, 2022 pursuant to ARS §42-17257.

## **SECTION 6: MANNER OF FINANCING AND BUDGETING**

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

## **SECTION 7: TERMINATION**

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

## **SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT**

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

## **SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT**

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

**SECTION 10: CANCELLATION**

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

**SECTION 11: SEVERABILITY**

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

COCONINO COUNTY:

Date of adoption: \_\_\_\_\_

Date of adoption: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Patrice Horstman, Chair  
Coconino County Board of Supervisors

\_\_\_\_\_  
Mayor/Chair

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Lindsay Daley, Clerk of the Board

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

\_\_\_\_\_  
Attorney for Jurisdiction

\_\_\_\_\_  
Deputy County Attorney



**CITY COUNCIL  
AGENDA BILL**

**AB 2791  
March 22, 2022  
Consent Agenda**

**Agenda Item:** 3g  
**Proposed Action & Subject:** Approval of additional construction contract expenditures for the Shelby Drive Roadway Improvements Project, for cumulative change orders exceeding 10% of the original contract value.

<b>Department</b>	Public Works
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	September 10, 2019, January 28, 2020, March 9, 2021
<b>Exhibits</b>	N/A

<b>City Attorney Approval</b>	Reviewed 03/14/22 KWC	<b>Expenditure Required</b>	\$ 2,200,000 (Total including amount already expended)
<b>City Manager's Recommendation</b>	Approve additional construction contract expenditures for the Shelby Drive Roadway Improvements Project.	<b>Amount Budgeted</b>	\$ 1,900,000 (Total construction budget for FYs 2021 and 2022)
			Account No. 22-5320-89-6878 (Description) (Shelby Drive Roadway Improvements)
			\$ 92,001.69 (already transferred for Change Orders 1-7)
			\$ 207,998.31 (to be transferred from 52-5630-89-68B1 – Transit Maintenance / Operations Center)
			Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

Pursuant to the City of Sedona Purchasing Manual, Council Approval is required when cumulative contract change order (CO) requests exceed \$75,000 or 10% of the original contract



value, whichever is greater. In the case of the Shelby Drive Roadway Improvements Project, staff is requesting approval of additional CO's that exceed 10% of the original contract value.

### **Background:**

Construction for this project began in early May 2021. The project has experienced lengthy delays due to unforeseen bedrock, and utility coordination issues. To date, seven CO's have been approved. A summary of approved CO's is as follows:

1. Per the plans, the new sewer line was intended to connect to an existing stub from a manhole just west of the box culvert that was installed during the AAA Industrial Park Drainage Project. It was discovered that the stub did not have the proper alignment to connect to the new upstream manhole. Therefore, it was necessary to remove the existing stub and install a new stub in the proper alignment. This CO resulted in a contract increase of \$1,915.25 and added 2 days to the contract time.
2. During design, Arizona Public Service (APS) had indicated they would be providing conduit for their relocated facilities. At the pre-construction meeting, they changed their position based on the franchise agreement and prior rights and indicated the City would need to provide the conduit. The cost of conduit was higher than what we would normally anticipate due to a nationwide shortage that drove costs up. This CO resulted in a contract increase of \$71,424.02.
3. There are 36 solar bollards to be installed for this project. The specifications called for standard bulbs with a temperature rating of 3000 Kelvin. However, based on recent code changes for dark skies compliance, it is necessary to utilize the amber bulb option which is an additional charge. This change order also accounts for a cost savings because of changing from 5' to 4' diameter sewer manholes. This CO resulted in a contract increase of \$6,636.50.
4. This CO accounted for a modification that was necessary when tying into the existing box culvert due to a water line conflict and incorrect extents of the box as shown on the plans. This change order also added 38 days to the contract because of bedrock delays encountered during the sewer line installation. This CO resulted in a contract increase of \$6,105.13 and added 43 days to the contract time.
5. This CO accounted for modifications that were necessary due to several unknown storm drain lines and a storm drain concrete vault. The existing vault needed to be removed because it conflicted with a proposed transformer location. With removing the vault, two storm drain lines needed to be tied into the new storm drain system. In addition, there is a roof drain that will be conveyed through a scupper, rather than tying into the storm drain system. This CO resulted in a contract increase of \$29,358.63 and added 5 days to the contract time.
6. This CO accounted for an unknown gas line utility conflict. To construct the new curb on the south side of Shelby Drive, an approximate 400' run of gas line needed to be relocated. Our contractor needed to excavate the trench and provide bedding and backfill for the gas company to expedite the relocation process. This CO resulted in a contract increase of \$37,262.16 and added 21 days to the contract time.
7. This CO was a no cost change order that extended the contract time by 149 days. This was a combination of storm drain line delay due to bedrock, and utility delays that were not resolved until APS began their electrical service switch overs on March 7, 2022.

\*CO's 8 and 9 are pending. CO #8 is for miscellaneous changes due to Requests for Information that changed the design in certain areas. We are waiting for a revision to a

retaining wall detail before processing this change order, but we anticipate it will be approximately \$50,000. CO #9 is for the contractor requesting extended general conditions compensation due to the extensive delays. The requested amount is approximately \$115,000.

Change Order	Value in Dollars	Value in Days	Cumulative CO Dollars	Cumulative CO Days	New Contract Value	New Contract Days
0	--	--	--	--	\$1,839,300.00	180
1	\$1,915.25	2	\$1,915.25	2	\$1,841,215.25	182
2	\$71,424.02	0	\$73,339.27	2	\$1,912,639.27	182
3	\$6,636.50	0	\$79,975.77	2	\$1,919,275.77	182
4	\$6,105.13	43	\$86,080.90	45	\$1,925,380.90	225
5	\$29,358.63	5	\$115,439.53	50	\$1,954,739.53	230
6	\$37,262.16	21	\$152,701.69	71	\$1,992,001.69	251
7	\$0.00	149	\$152,701.69	220	\$1,992,001.69	400
*8	\$50,000	0	\$202,701.69	220	\$2,042,001.69	400
*9	\$115,000	0	\$317,701.69	220	\$2,157,001.69	400

The current contract value of \$1,992,001.69 is 8.3% over the original contract value. The two pending change order proposals will exceed the 10% threshold identified in the purchasing manual. While the City will need to negotiate how much may be compensated for this proposal, staff is requesting authorization for changes up to a contract amount of \$2.2 million in case there are other changes that become apparent as we work towards completion of the project.

**Schedule:** As previously discussed, extensive delays have been encountered on this project. The Notice to Proceed date was April 26, 2021. With the cumulative 220 calendar days that have been approved, the current contract completion date is May 31, 2022.

**Budget:**

- The approved project construction budget was \$1,900,000; however, the original contract amount was \$1,839,000.
- This included a \$500,000 Economic Strength Projects (ESP) Grant, provided through the State of Arizona Highway User Revenue Fund, and \$500,000 requested as part of the Congressionally Directed Spending.
- An additional \$152,701.69 has been previously approved by the City Manager for CO's 1-7, and the portion exceeding the budget of \$92,701.69 was funded through budget line item transfers within the existing FY 22 CIP budget.
- The additional \$207,998.31 requested will be covered through available funding in the Transit Maintenance / Operations Center FY22 budget.
- On March 9, 2022, the City was informed that the additional \$500,000 of Congressionally Directed Spending was included in the Omnibus appropriations legislation.

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

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

**Alternative(s):** Not approving additional change orders may further delay completion of the project.

## MOTION

**I move to:** approve additional construction contract expenditures for the Shelby Drive Roadway Improvements Project, allowing for City Manager approval of additional change orders up to a revised contract value of \$2,200,000.



**CITY COUNCIL  
AGENDA BILL**

**AB 2793  
March 22, 2022  
Consent Items**

**Agenda Item:** 3h  
**Proposed Action & Subject:** Approval of a Real Estate Purchase and Sale Agreement with the Ochoa Family for the purchase of APN 401-38-006B (780 Forest Road) for the Forest Road Extension Project.

<b>Department</b>	City Attorney
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Agreement

<b>City Attorney Approval</b>	Reviewed 03/14/22 KWC	<b>Expenditure Required</b>	\$ 839,500 plus closing costs
<b>City Manager's Recommendation</b>	Approve the Real Estate Purchase and Sale Agreement with the Ochoa family for the purchase of APN 401-38-006B (780 Forest Road) for the Forest Road Extension Project.	<b>Amount Budgeted</b>	\$ 1,600,000 budgeted \$ 1,202,393 estimated remaining pending prior approved purchase
		Account No. (Description)	22/48-5320-89-6872 (Forest Road Connection)
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:**

The new portion of Forest Road will connect with SR 89A west of the post office. The street will include a shared-use bike/walk pathway. A 2018 survey of Uptown residents found 78 percent supported building the extension. It will allow Uptown residents to bypass the two roundabouts at Brewer/Ranger roads and the Y and serve as an additional ingress/egress route for emergency responders and emergency evacuation. There is currently only one ingress/egress route between Uptown Sedona and the rest of the City.

City Council approved award of the Project construction contract on March 8, 2022. Construction is planned to begin in April and to take roughly one year.

In all, 11 parcels, owned by 9 separate entities/individuals are directly affected by the Project. The Ochoa family owns one of the affected parcels. After negotiations, the City agreed to purchase the Ochoa parcel (401-38-006B) resulting in the Real Estate Purchase and Sale

Agreement attached as **Exhibit A** to this Agenda Bill. Title and escrow services for the transaction will be provided by Empire West Title Agency with the closing to occur no later than April 8, 2022.

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

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

**Alternative(s):**

**MOTION**

**I move to:** approve the Real Estate Purchase and Sale Agreement with the Ochoa family for the purchase of property needed for the Forest Road Extension Project in the amount of \$839,500.00, subject to approval of the written contract by the City Attorney.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**SELLER:** James P. Ochoa and Tina Marie Ochoa husband and wife, as joint tenants with rights of survivorship.

**BUYER:** City of Sedona, an Arizona municipal Corporation

**ESCROW AGENCY:** Empire West Title Agency

**PROPERTY:** Real Property located near 780 Forest Road, Sedona, AZ 86336 (APN# 401-38-006B) as more fully described in Exhibit A.

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

### RECITALS:

Whereas, Seller is the owner of a parcel of real property on Forest Road in the City of Sedona generally known as 780 Forest Road and more particularly described as Coconino County Assessor’s Parcel No. 401-38-006B, more fully described in Docket 3782285, records of Coconino County, Arizona (the “Property”); and

Whereas, Buyer desires to purchase the Property as legally described in Exhibit “A” (“Warranty Deed, APN 401-38-006B”) which Exhibit A is incorporated herein by this reference; and

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

### AGREEMENT:

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

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

**2. Sale of Property.** Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller upon the terms and conditions set forth herein. Seller hereby irrevocably disclaims, waives and releases any and all claims against Buyer arising in connection with or related to this Agreement and any of the

transactions contemplated by this Agreement.

**3. Purchase Price.** The Purchase Price for the Property shall be \$839,500.00 to be paid in full upon the Close of Escrow.

**4. Escrow Agent and Real Estate Report.**

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

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

(c) Immediately following the Effective Date, Seller shall instruct the Escrow Agent to deliver to Buyer, at Seller's expense, if any: (i) a preliminary title report for a standard coverage owner's policy of title insurance for the Property setting forth the current status of title ("Title Report"); (ii) copies of all items appearing as exceptions to the title insurance coverage; and (iii) an estimate of the additional charges required by Escrow Agent to upgrade the title insurance coverage in an extended form.

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

(e) If Buyer timely delivers a Title Objection Notice, then Seller shall notify Buyer on or before the date that is five (5) days after Seller's receipt of the Title Objection Notice that either (i) the Title Objection(s) have been removed from the Title Report by Escrow Agent such that the Title Objection(s) no longer affects or encumbers the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (ii) Seller irrevocably commits prior to Closing to cause

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

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

(g) Buyer's obligation to purchase the Property, to pay the Purchase Price therefore, and otherwise to close the Escrow is subject to Title Insurer being unconditionally committed to issue at the Close of Escrow to Buyer, as the insured, a standard owner's title policy and any requested extended coverage owner's policy of title insurance for the Property (with no exception for mechanics' liens or similar encumbrances) in the amount of the Purchase Price, subject to only the Permitted Exceptions with such title endorsements as Buyer shall require (the "Title Policy"). Seller and Buyer shall each execute, acknowledge (if applicable), and/or deliver to Escrow Agent prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance of the Title Policy.



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

(i) This Agreement may be supplemented by the printed Escrow Instructions to which it is attached and shall be construed together with the Escrow Instructions as a single document; in the event of any inconsistency between any provision in this Agreement and provision in the Escrow Instructions, the provision in this Agreement shall prevail. Upon the execution of the Escrow Instructions and this Agreement by Seller and Buyer, the same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

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

**6. Close of Escrow.** Buyer and Seller agree to the Close of Escrow upon Buyer's acceptance of the Closing Conditions set forth in Section 7 ("Closing" or "Close of Escrow"), in any event, not later than **April 8, 2022**.

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

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

Seller agrees that in the event any of the foregoing conditions are not satisfied on or before the Close of Escrow, other than conditions subsequent, Buyer may upon written notice to Seller elect to immediately terminate this Agreement and shall be entitled to a refund of any Earnest Money Deposit from the Escrow Agent upon providing a copy of such written notice to the Escrow Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Title.** Seller agrees to transfer the title to the Property to Buyer upon the Close of Escrow in a form substantially similar to those in Exhibit A, without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

**13. Taxes and Assessments.** All real and personal property taxes and any assessments against the Property shall remain the responsibility of the Seller.

**14. Closing Documents.**

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

- i. Warranty Deed, APN 401-38-006B for the Property substantially in the form attached in Exhibit A;
- ii. An Affidavit of Value for the Property as required by law;
- iii. The standard owner's title policy required;
- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the Property to Buyer and to

otherwise consummate this transaction in accordance with the terms of this Agreement.

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

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

**15. Possession; No Assumption of Seller's Liabilities.** Upon Close of Escrow, Seller shall deliver possession of the Property to Buyer. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller.

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

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

**18. Notices.**

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

Seller:

James P. Ochoa and Tina-Marie Ochoa

11 Cypress Pl  
Sedona, AZ 856351

Buyer:

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

With a copy to:

Gina Miller, Branch Manager, Sr. Escrow Officer  
Empire West Title Agency  
3000 West State Route 89A, Suite 2000  
Sedona, Arizona 86336  
[gmillers@ewtaz.com](mailto:gmillers@ewtaz.com)

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail; and

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

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

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

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

**22. Jurisdiction; Venue; Waiver of Jury Trial.** Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Coconino and not elsewhere. Each party specifically submits itself to the jurisdiction of said Court and waives any objection to venue. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

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

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

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

26. **Drafts Not an Offer.** The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties will not be legally bound in any manner with respect to a purchase and sale of the Property unless and until each of Seller and Buyer have duly executed this Agreement and the Parties have delivered that fully executed Agreement to Escrow Agent.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last set forth below.

**SELLER:**

James P. Ochoa

Tina-Marie Ochoa

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

City of Sedona

By: \_\_\_\_\_  
Sandra J. Moriarty, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
JoAnne Cook, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kurt W. Christianson, City Attorney

**EXHIBIT "A"**  
**Warranty Deed APN 401-38-006B, with Legal Description**

(see attached)



EXHIBIT A

WHEN RECORDED MAIL THIS  
WARRANTY DEED TO:

City of Sedona  
Office of the City Clerk  
102 Roadrunner Drive  
Sedona, Arizona 86326

---

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-006B

**WARRANTY DEED**

JAMES P. OCHOA AND TINA-MARIE OCHOA, husband and wife ("Grantor"), as joint tenants with rights of survivorship, for and in consideration of the Ten Dollars (\$10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all that certain plot, parcel of land or real property situated in Coconino County, Arizona, and as described on **Schedule "A"** attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

SUBJECT ONLY TO: existing taxes, assessments, covenants, conditions, restrictions, rights of way, and easements of record.

GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the same and binds itself and its heirs, successors, assigns, executors, and administrators to warrant and defend the title unto the Grantee against all acts of the Grantor and against all lawful claims whatsoever.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[Signatures on following page]

GRANTOR:

JAMES P. OCHOA

TINA-MARIE OCHOA

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ . In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Schedule A  
[legal description, see attached]

## SCHEDULE A

### LEGAL DESCRIPTION

APN: 401-38-006B

All that certain plot, parcel of land or real property located in the NW1/4, SE1/4, Section 7, Township 17 North, Range 6 East. Gila and Salt River Base and Meridian, Coconino County, Arizona as described in a Warranty Deed recorded in the Official Records of Coconino County in Instrument Number 3782285 as follows:

#### PARCEL 1:

That part of the NW1/4, SE1/4, Section 7, Township 17 North, Range 6 East. Gila and Salt River Base and Meridian, Coconino County, Arizona described as follows:

Commencing for reference at the Center of said Section 7;

Thence N 89° 16' 32" E along the East-West mid-section line of said Section 7, a distance of 321.06 feet to the Southwest corner of Manzanita Hills Unit II as recorded in Case 3 Map 82, Coconino County Recorders Office

Thence N 89° 16' 32" E and along said East-West mid-section line a distance of 372.91 feet;

Thence S 0° 43' 28" E a distance of 20.00 feet to the POINT OF BEGINNING;

Thence S 25° 09' 26" W distance of 157.00 feet;

Thence S 77° 06' 18" E a distance of 95.00 feet to a point said point being the Northwest corner of a parcel exception as described in Book 1317-Page 736 Coconino County Records;

Thence S 89° 30' 56" E and along the Northerly line of said exception a distance of 129.98 feet (Record S 89° 43' 37" E 130.00');

Thence N 0° 57' 02" W a distance of 23.73 feet (Record N 1° 07' 51" N 23.50') to a point of curve;

Thence along a curve to the right having a radius of 50.00 feet, a central angle of 16° 11' 30", and arc distance of 14.13 feet to a point;

Thence leaving said curve on a non-radial line N 51° 10' 51" W a distance of 202.12 feet to the POINT OF BEGINNING;

#### PARCEL 2:

That part of the NW1/4, SE1/4, Section 7, Township 17 North, Range 6 East Gila and Salt River Base and Meridian, Coconino County, Arizona described as follows:

Commencing for reference at the Center of said Section 7;

Thence N 89° 16' 32" E along the East-West mid-section line of said Section 7, a distance of 321.06 feet to the Southwest corner of Manzanita Hills Unit II as recorded in Case 3 Map 82, Coconino County Records Office;

Thence N 89° 16' 32" E and along said East-West mid-section line a distance of 643.91 feet to the Southeast corner of Manzanita Hills Unit II;

Thence leaving said East-West mid-section line S 21° 49' 58" W a distance of 105.26 feet, (Record S 21° 47' 57" W 105.03') to the POINT OF BEGINNING;

Thence S 35° 00' 40" E a distance of 107.43 feet (Record S 34° 58' 24" E 107.52) to a point;

Thence S 11° 26' 38" W as distance of 116.83 feet, (Record S 11° 29' 55" E 116.75') to a point;

Thence S 0° 59' 42" E a distance of 39.08 feet, (Record S 1° 02' 31" E 39.11') to a point;

Thence N 70° 02' 14" W a distance of 110.89 feet, (Record N 70° 00' 00" W 130.79') to a point said point being on a curve concave to the Northwest having a radius of 150.00 feet from which a radial line bears N 70° 00' 00" W;

Thence Northerly on a curve to the left an arc distance of 55.32 feet through a central angle of 21° 07' 51" to a point of tangent;

Thence N 0° 57' 02" W and along said tangent a distance of 76.23 feet, (Record N 1° 07' 51" W 76.00') to a point of curve;

Thence on a curve to the right having a radius of 50.00 feet, a central angle of 112° 34' 17", an arc distance of 98.24 feet to a point on said curve;

Thence leaving said curve N 21° 49' 58" E a distance of 20.49 feet to the POINT OF BEGINNING



**CITY COUNCIL  
AGENDA BILL**

**AB 2783  
March 22, 2022  
Regular Business**

**Agenda Item: 8a**  
**Proposed Action & Subject:** Presentation/discussion/possible direction on the Coconino National Forest Supervisor’s response to the City’s request to implement a limited entry permit system for motorized use in the greater Sedona area.

<b>Department</b>	City Manager’s Office
<b>Time to Present</b>	30 Minutes
<b>Total Time for Item</b>	60 minutes
<b>Other Council Meetings</b>	October 28, 2021, March 09, 2022
<b>Exhibits</b>	A. Coconino National Forest response letter to City B. USFS Presentation from March 9, 2022

<b>City Attorney Approval</b>	Reviewed 03/14/22 KWC	<b>Expenditure Required</b>	
		\$	0
<b>City Manager’s Recommendation</b>	For presentation/ discussion and possible direction only.	<b>Amount Budgeted</b>	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:**

On October 28, 2021, the City Council held a work session to discuss possible regulation of OHVs within the Sedona City limits.

At that meeting the Council approved a letter “*City of Sedona Request Regarding Motorized Use Trails*” to be sent to the Coconino National Forest Supervisor requesting that they consider implementation of a limited access entry permitting system for motorized use trails in and around Sedona.

The Coconino National Forest Supervisor sent a response to that letter on January 27, 2022. That response is attached as Exhibit A.

The City has asked the Forest Supervisor and District Ranger to attend a City Council work session to present their response, answer questions, listen to the public and engage in further discussion regarding this issue. This work session has been agendized for this purpose.

Due to a last minute emergency, the Forest Supervisor was unable to attend the meeting on March 9, 2022. This item is being placed on the agenda for the opportunity for Council to speak with the Forest Supervisor directly.

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

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

**Alternative(s):**

**MOTION**

**I move to:** for information, discussion, and possible direction only.

**Date:** January 27, 2022

Sandra J Moriarty  
City of Sedona Mayor  
102 Roadrunner Dr.  
Sedona, AZ 86336

Dear Mayor Moriarty and Council members,

This letter is in response to your letter dated November 2, 2021, requesting that the Coconino National Forest implement a limited entry permit system for motorized use in the greater Sedona area. I do not believe that implementation of an areawide limited entry permit system for OHVs is feasible, nor do I believe that it would be the correct management action at this time in response to the complex set of motorized use issues that we are all invested in addressing.

I recognize and share your goals to minimize the impacts associated with increasing motorized use in the Sedona area and am heartened that the City is eager to engage and support these efforts. Coconino National Forest staff and I are dedicated to working with you, Sedona residents and our many stakeholders as we navigate a path toward a more sustainable motorized recreation program that may require new management approaches, site specific actions, and a comprehensive, multi-stakeholder planning process.

We are tasked to manage the Forest for multiple uses, grounded in our values of conservation, interdependence, and safety. We rely on guidance in the Coconino Forest Plan that was established with broad and rigorous public involvement and documents our commitments with a great diversity of Forest visitors and partners.

Motorized use is a legitimate use of national forest lands. The Forest Plan guides us to manage the areas surrounding Sedona for a desired condition that includes a network of primarily non-motorized trails, as well as opportunities for OHV recreationists, while helping protect fragile natural resources and community relationships.

Sustainable recreation management demands a careful approach to visitor management, for which there are many tools and methods. Applying a limited entry permit system should be a consideration. However, limited entry systems are burdensome to both visitor and manager, cannot be implemented without a substantial dedication of resources, and are not feasible in some areas or situations. Furthermore, limited entry systems often displace rather than decrease visitation, meaning that actions taken in one area are likely to affect other areas.

Over the last decade, we have worked directly with the City and citizens to address issues associated with rapid and ongoing increases in motorized recreation. Our work together has resulted in many useful solutions that have decreased private property trespass and impacts to forest resources. We have recently allocated resources to further address motorized issues including hiring a new motorized and non-motorized trail coordinator and partnering with a





variety of organizations including TreadLightly! and the Red Rock OHV Conservation Crew (RROCC) to seek solutions and funding.

We are committed to the following efforts in the coming years:

- Compete for State grant and RROCC funding in 2022 for OHV education and patrol rangers, road/trail maintenance, and restoration and education projects.
- Increase the OHV volunteer program with an emphasis on field education booths and events.
- Expand the camping and campfire prohibition west of Sedona to address impacts associated with dispersed camping. We expect the use of designated camping areas to reduce some of the traffic volume on roads in this area.
- Routinely meet with local law enforcement and emergency responders to assess accident and injury trends and identify actions to reduce these occurrences.
- Participate on the Diablo Trust Recreation Working Group, a collaboration addressing impacts of recreation (including motorized recreation) to find balanced solutions for all stakeholders.

I believe these efforts will make positive progress, and we will continue to share updates on these efforts with monthly communications regarding OHV management.

Additional site specific and broad, long-term efforts will also be necessary to meet our common goals, but the best action for each situation may differ based on the issues and Forest Plan direction.

For example, in the Broken Arrow area, short-term actions may include improvements to accommodate short term OHV staging to address trailhead congestion and idling and other impacts in residential areas. If these or other strategies do not resolve concerns, or as recommended through a large scale-planning process, a limited entry permit system may be reasonable in the Broken Arrow area where all motorized access could be managed with a permit.

While a similar limited entry permit approach was taken at Soldier Pass, the two areas have differing desired conditions outlined in the Forest Plan. The Forest Plan dictates that “The parking, staging areas, and main four-wheel drive road at Broken Arrow Basin should be managed for the recreation opportunity spectrum setting of ‘rural’ because of the area’s high level of use” (Forest Plan, p. 149). “Rural” areas are characterized as “a substantially modified natural environment” with facilities “often designed for larger numbers of people” (p. 232).

On the other hand, the Forest Plan dictates a lower level of development for the area that contains Soldier Pass Road. This area, designated as “Semiprimitive Motorized” is characterized by “opportunities for self-reliance and challenge, with a low concentration of users and high degree of interaction with the natural environment.” (p. 232). Also, limiting motorized access to the Soldier Pass route likely resulted in displaced use that is now affecting Broken Arrow and other nearby routes. These outcomes must be considered before limiting use in an area designated for higher use levels.

In west Sedona, based on involvement with the City’s Citizen Engagement Group, we designated OHV routes connected by main Forest Roads 525 and 152C. These solutions allowed for continued OHV use while reducing trespass and damage associated with driving off designated roads. Unfortunately, these efforts combined with other factors like drought, increase area OHV

rental businesses, and sharp growth in Forest use resulting from the pandemic have led to increased dust, noise and impacts to surrounding vegetation, grazing operations and residents.

Site specific actions such as installing speed advisory signs, more actively managing dispersed camping, and redesigning the OHV system to reduce travel on primary access roads, including near residential areas, may address some concerns. A limited entry permit system in this area would be exceedingly complex and expensive due to the large extent of the area, multiple access points, and multiple private land inholdings. Furthermore, due to current state laws, it is unlikely the Forest Service can selectively restrict the use of OHVs on Forest Service system roads.

These two areas highlight the complexity of the issues. I propose that we join in a collaborative planning process to comprehensively assess these challenges across the greater Sedona area. The intention of this effort would be to work side by side with other stakeholders to develop long-term solutions that reduce impacts while continuing to provide motorized access enjoyed by residents and tourists alike.

This effort, similar to the Flagstaff Trails Initiative, could improve sustainable motorized use opportunities, reduce conflict, increase user safety, and reduce resource damage. Support for such efforts is available through programs such as the National Park Service River, Trails, and Conservation Assistance Program.

While this planning effort may take time and substantial resources, we would like to explore this or similar opportunities with your staff. Recreation Staff Officer, Brian Poturalski, will contact your staff to initiate this discussion.

In my discussions thus far, I can't help but notice so many shared values among the community and the Forest. It is on this common ground, respectfully discussing the issues and pursuing solutions, that we can address the impacts associated with motorized use while continuing to provide for the recreational access and experience that makes the greater Sedona area so special.

Sincerely,

LAURA JO WEST

Forest Supervisor

# COCONINO NATIONAL FOREST

## Red Rock Ranger District

# OHV Management

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- Broken Arrow – Assessment & Monitoring Plan and Next Steps
- Proposal for Multi-Stakeholder Collaborative Effort

# Broken Arrow

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## Assessment, Monitoring Plan and Next Steps



# Broken Arrow: Why is it Different from Soldier Pass?

## 2018 Coconino Forest Plan:

The parking, staging areas, and main four-wheel drive road at

**Broken Arrow Basin should be managed for the Recreation Opportunity Spectrum (ROS) setting of “rural” because of the area’s high level of use.**

### Broken Arrow: Rural

- A **substantially modified** natural environment.
  - Sights and sounds of humans are readily evident, & interaction between users is moderate to high.
- Facilities are often designed for larger numbers of people.

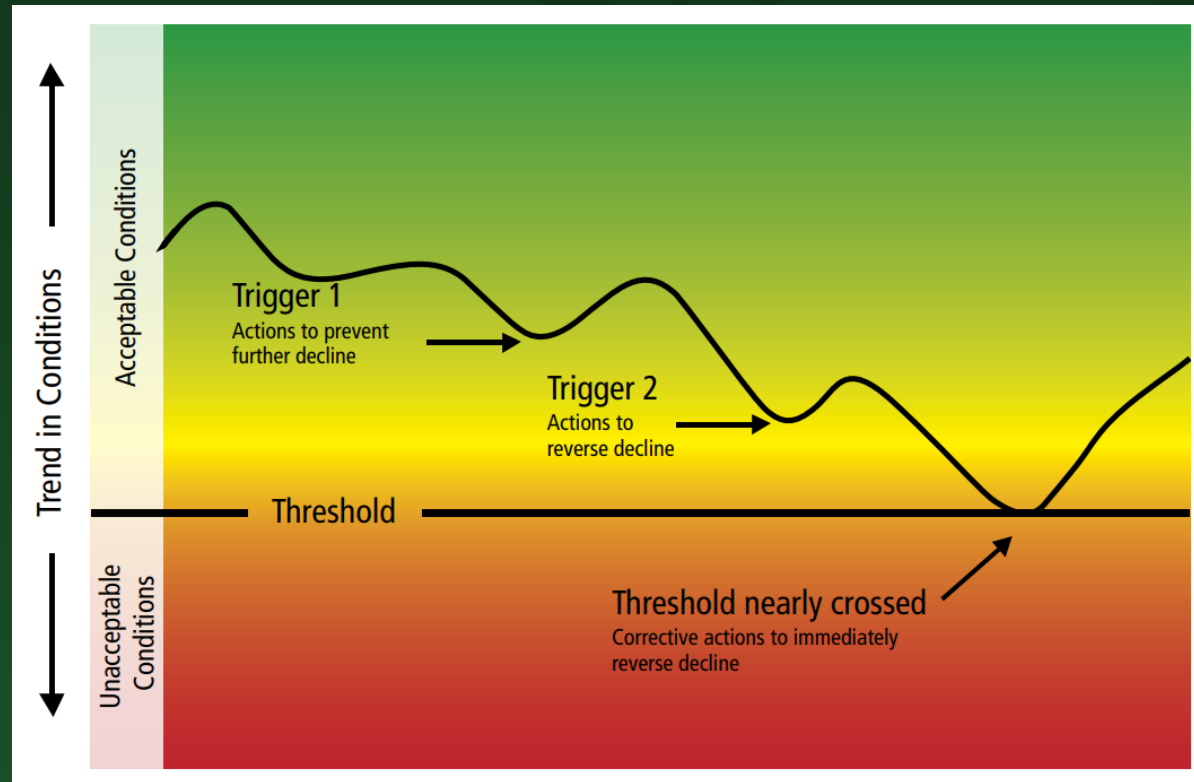
### Soldier Pass: Semi-Primitive/Motorized

- A **predominantly natural** environment.
  - Moderate probability of experiencing solitude.
- Trails and primitive roads are designed for high-clearance, four-wheel-drive vehicles.

# Broken Arrow: Monitoring Plan & Assessment

## Example Elements:

- Use levels and type
- Road condition
- Loss or change in vegetation
- Wildlife disturbance
- Damage/theft of cultural resources
- Noise
- Conflict between user groups
- Parking congestion
- Nighttime use



**Assessment of the Condition and Data is Needed to Support Actions**

Education



Engineering



Limited Entry



# Broken Arrow: Trailhead Enhancement

## Concern:

- Idling and traffic back-ups in residential areas

## Causes:

- Waiting for group
- Changing tire air pressure
- Lost/ confused



## Potential Solutions:

- Continue pavement
- Create staging lanes along the entrance road



# Broken Arrow: Next Steps

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**Red Rock OHV Conservation Crew Agreements: In Progress**

**Trailhead and Entry Road Improvements: TBD**

- Interdisciplinary Team Field Trip: April 2022
  - Initial review: Resource concerns and issues
  - Development of a project proposal and timeline

**Assessment and Monitoring Plan: 6-12 months**

- Fund a third-party facilitator and establish a Working Group
- Review management direction and establish monitoring elements & thresholds

**Assess the Condition and Use Data to Support Actions**

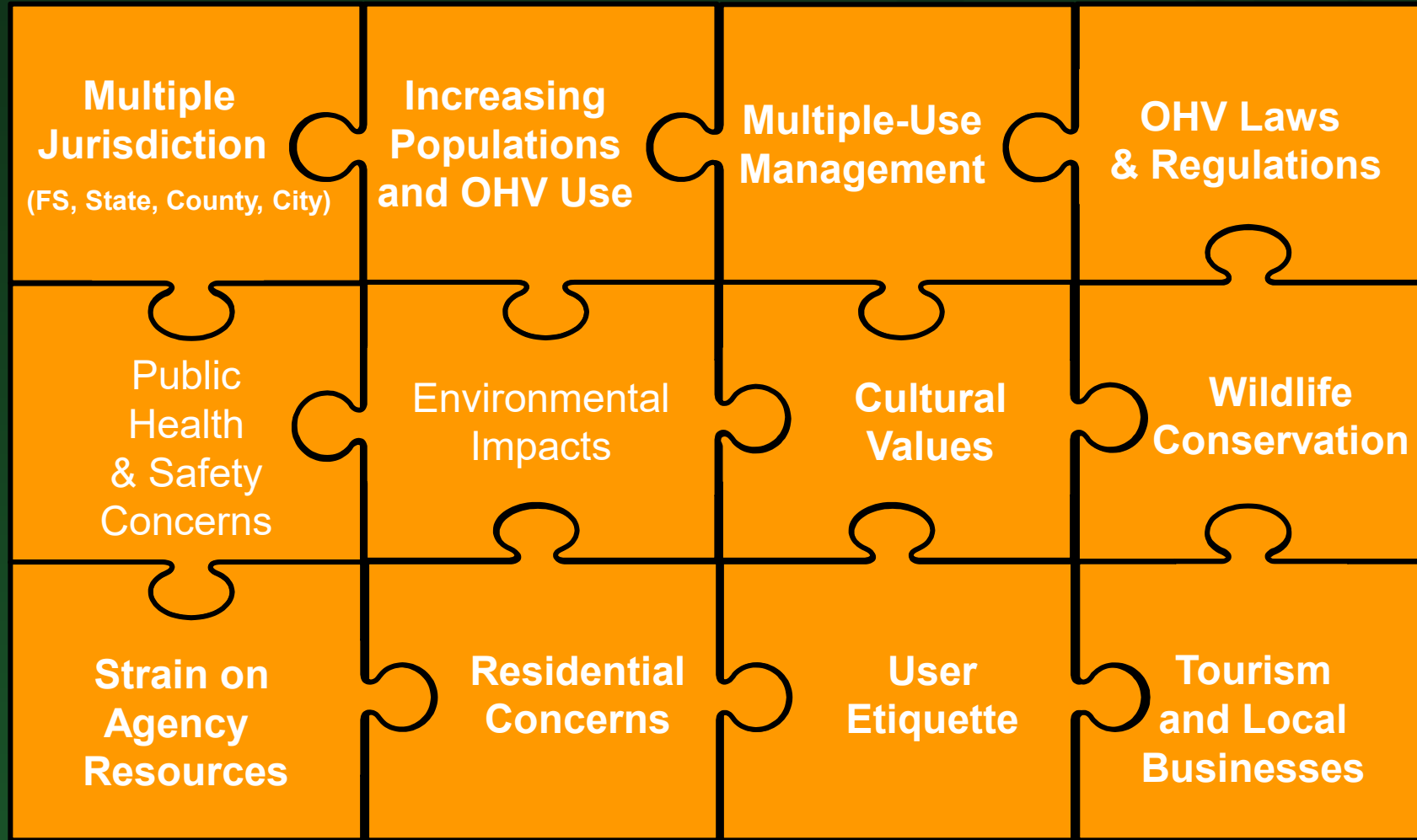


# Collaborative Planning for OHV Management

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## A Multi-Stakeholder Approach

# Many pieces to the OHV management puzzle...



it's up to us, as community stewards, to piece it together

# Proposed Framework for OHV Collaborative Effort

**Verify  
Stakeholder  
Support**



**Seek Funding  
for 3<sup>rd</sup> Party  
Facilitator**



**Secure  
3<sup>rd</sup> Party  
Facilitator**



**Collaborative  
Workshops  
and Public  
Engagement**



**Develop  
Next Steps**



Projected Timeline: 6 - 18 months

# Proposed Framework for OHV Collaborative Effort



## Verify Stakeholder Support



# Proposed Framework for OHV Collaborative Effort



## Seek Funding for 3<sup>rd</sup> Party Facilitator

Pursue a state grant and/or other funding sources for a 3<sup>rd</sup> party facilitator to lead a collaborative effort.

# Proposed Framework for OHV Collaborative Effort



## Secure 3<sup>rd</sup> Party Facilitator

Key stakeholders select 3<sup>rd</sup> party facilitator to serve as the project leader

- ❖ Key stakeholders establish deliverables (SOW) -- **may** include:
  - ✓ convening partners/stakeholders thru collaborative workshops
  - ✓ developing a public engagement strategy (info sharing/input)
  - ✓ crafting a charter and governance document
  - ✓ assessing short term goals or strategies
  - ✓ developing next steps for broad OHV planning/management

# Proposed Framework for OHV Collaborative Effort



## Collaborative Workshops

3<sup>rd</sup> Party Facilitator will hold routine workshops/meetings to:

- ✓ convene stakeholders & cultivate relationships
- ✓ craft a charter: shared vision, goals/objectives, and roles/responsibilities
- ✓ identifies next \*steps for broad OHV planning/management

\*Reference prior stakeholder efforts and current OHV management mitigation measures.

## Public Engagement

3<sup>rd</sup> Party Facilitator will facilitate opportunities for broad public engagement

- includes sharing information on the process and garnering public input.



# Proposed Framework for OHV Collaborative Effort



## Develop Next Steps

Stakeholders will identify next steps, which *may* include:

- ✓ crafting an MOU & creating a non-profit entity
- ✓ developing a project funding strategy
- ✓ conducting a road/trail/user assessment
- ✓ crafting a public engagement strategy to keep residents informed of the process and seek their input/recommendations
- ✓ recommended OHV planning/management: short-term & long-term

# Collaboration Workshop – Example from Flagstaff Trail Initiative

1. Convene the Right People
2. Cultivate Relationships
3. Clarify Shared Purpose and Goals
4. Confirm Governance
5. Elevate Communications

## Flagstaff Regional Trail Strategy



*Final - April 2020*



# Proposed Framework for OHV Collaborative Effort



← Projected Timeline: 6 - 18 months →





**Thank  
You!**





# Developing an OHV Program

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# Better Recreation Management = USFS OHV Program

## Education – Engineering – Enforcement

**Education:** Promote proper ethics and motorized etiquette

**Engineering:** Promote safe operations and mitigate resource damage

**Enforcement:** Promote a collaborative law enforcement strategy



# Recent Accomplishments

1. Increased the OHV Volunteer Program
  - a) Emphasis on Field Education and Public Outreach
    - i. Volunteer Education Tents/Handouts/Stickers/Videos
2. Sedona Chamber and TreadLightly! Partnership:
  - a. Red Rock OHV Conservation Crew (RROCC) & 1% Fund for Trails, Labor and Education
  - b. Improved OHV Map and Kiosks/Educational Videos
3. Resource Protection and Safety:
  - a. Trail Widening / Closing 'go arounds' / Block Areas Impacted by Off Road Use
  - b. Three Volunteer Work-Days on Trail Maintenance
4. USFS Engineering Study completed on FR 152C





# Program Goals Next 6 Months

## Education

- Four volunteer/stakeholder/USFS education weekend events

## Engineering

- Three volunteer workdays planned/maintenance of trails
- Install speed advisory signs as needed for safety

## Administration/Planning

- Complete agreement with USFS and TreadLightly!
- Apply for Arizona State Parks grant for equipment
- Develop Broken Arrow Assessment and Monitoring Plan
- Coordination with RROCC for agreements (Fly Friendly model)

# Program Goals Next 6 – 18 Months

## Education / Engineering

- Install new informational kiosks at several TH locations
- Improve White Hills Singletrack TH (30 miles)
- Routinely patrol motorized areas 4 days a week
- Continue to prioritize projects addressing safety and resource damage

## Enforcement

- Partner with YCSO/AZ Game and Fish: coordinate education and enforcement patrols
- Routinely patrol motorized areas 4 days a week

## Administration / Planning

- Acquire funding for a comprehensive trail assessment
- Hire 1 full-time and 2 part-time USFS OHV personnel
- Create a strategic education, operations, and maintenance plan



**CITY COUNCIL  
AGENDA BILL**

**AB 2794  
March 22, 2022  
Regular Business**

**Agenda Item:** 8b  
**Proposed Action & Subject:** Discussion/possible action regarding a Resolution and Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic) by adopting amendments to Chapter 10.20 (Parking) and an Ordinance amending the City of Sedona Parking Citation Fine Schedule.

<b>Department</b>	Code Enforcement / Police
<b>Time to Present</b>	15 minutes
<b>Total Time for Item</b>	60 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits:</b>	<ul style="list-style-type: none"> <li>A. 2022 Amendments to the Sedona City Code Chapter 10.20 Parking</li> <li>B. Resolution creating a public record of 2022 Amendments to SCC Chapter 10.20 Parking</li> <li>C. Ordinance amending SCC Chapter 10.20</li> <li>D. Ordinance Adopting Amendments to the City of Sedona Parking Citation Fine Schedule</li> </ul>

<b>City Attorney Approval</b>	Reviewed 03/14/22 KWC	<b>Expenditure Required</b>	
		\$ N/A	
<b>City Manager's Recommendation</b>	Approve Resolution and Adopt Ordinance amending the City of Sedona Parking Citation Fine Schedule.	<b>Amount Budgeted</b>	
		\$ N/A	
		Account No. (Description)	
		Finance	<input checked="" type="checkbox"/>
		Approval	

**SUMMARY STATEMENT**

**Background:** The City of Sedona Parking Fine Schedule was last updated in July 2017 when the Uptown parking meter program was instituted. Additionally, the city has experienced a significant uptick in parking violations and related congestion issues, necessitating an update to the Sedona City Code Chapter 10.20 Parking and fine schedule.

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

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

**Alternative(s):**

## MOTION

**I move to:** approve Resolution No. 2022-\_\_, establishing as a public record the proposed amendment to Sedona City Code Chapter 10.20 entitled “2022 Amendments to Sedona City Code Chapter 10.20 Parking”.

**(After First Reading)**

**I move to:** adopt Ordinance No. 2022-\_\_, an ordinance of the City of Sedona, Arizona amending Sedona City Code Chapter 10.20 (Parking); providing for a savings clause; and providing for repeal of any conflicting ordinances.

**(After First Reading)**

**I move to:** adopt Ordinance No. 2022-\_\_, an ordinance of the City of Sedona, Arizona amending Sedona City Parking Citation Fine Schedule; providing for a savings clause; and providing for repeal of any conflicting ordinances.

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**Exhibit A**  
**"2022 Amendments to Sedona City Code Chapter 10.20 Parking"**

**Chapter 10.20**  
**PARKING**

Sections:

- 10.20.010 Method of parking.
- 10.20.020 Blocking traffic.
- 10.20.030 Parking restricted or prohibited – Authority to erect signs.
- 10.20.040 **Prohibited Parking vehicles on sidewalks.**
- 10.20.050 Parking in fire lanes.
- 10.20.060 Parking in areas reserved for the handicapped.
- 10.20.070 Prohibition of bus idling in posted areas.
- 10.20.080 **Stopping, Standing and Parking Restrictions; Violations; Liability; Defense.**
- 10.20.090 Signs or markings required for enforcement.
- 10.20.100 Parking permits.
- 10.20.110 Authority to impound vehicles.
- 10.20.120 Habitual offenders.
- 10.20.130 Immobilizing Vehicles.**
- 10.20.140 Parking on Private Property.**
- 10.20.150 Large Vehicle Parking Prohibited.**
- 10.20.160 Commercial Vehicle Storing and Parking Prohibited.**
- 10.20.170 Vehicle Parking and Storage on Residential Lots.**

**10.20.010 Method of parking; Definitions.**

A. Except as otherwise provided by this code, every vehicle stopped or parked upon a roadway where there are adjacent curbs shall be so stopped or parked with the right-hand wheels-side of such vehicle parallel to and within 18 inches of the right-hand curb.

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B. For the purposes of this chapter, the words, terms and phrases used shall have the meanings ascribed to them in A.R.S. Sections 28-101 and 28-601, except where a different definition is provided in this chapter or where the context clearly indicates a different meaning:

[Code 2006 § 11-4-1. Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.020 Blocking traffic.**

A. It is prohibited for any person to stop, stand or park any motor vehicle, or other vehicle, upon a street in the city in such a manner or under such conditions as to leave available less than 20 feet of the width of the street for the free movement of vehicular traffic, except that a person may stop temporarily in the actual loading or unloading of passengers or, when necessary, in the observance of traffic signs or signals of the police chief or authorized personnel.

B. It is prohibited for any person to park a motor vehicle, or other vehicle, within an alley or entrance to a private driveway except for the loading or unloading of materials, and not then unless such loading or unloading can be accomplished without blocking the alley to the free movement of vehicular traffic.

C. Parked or stopped vehicles shall at no time ~~overhand~~overhang into or obstruct any portion of a public sidewalk, street or alley. [Code 2006 § 11-4-2. Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.030 Parking restricted or prohibited – Authority to erect signs.**

A. Pursuant to A.R.S. Section [28-627\(A\)\(1\)](#) (as amended), the city is hereby authorized to impose restrictions on parking in public areas (rights-of-way, parks, city facilities) and private areas where spaces have been designated for public use through agreements with property owners. Other than for prohibited parking designations as described in subsection [\(B\)](#) of this section, the city council ~~will delegate~~shall have the authority to the city manager to make restrictive designations. The city engineer may have signs or markings installed that prohibit, limit, restrict, or regulate the time, place, or method of parking in restricted areas. These areas will be posted with notice of the restrictions. When such signs are in place, a vehicle shall not be

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parked in violation of the prohibition, limitation, restriction, method of parking, or regulation designated by said signs or markings. It is a civil traffic violation to park within a restricted area described in this section, except for emergency or government vehicles on official business.

B. Prohibited parking designations shall not become effective until such prohibited parking area is specifically designated by resolution of the council and signs have been erected as authorized by this section; provided, that all signs prohibiting parking ~~now~~ in place as of March 22, 2022 are hereby ratified and approved as so placed. It is a civil traffic violation for any person to stop or stand a vehicle in disobedience of such parking prohibition.

C. The city engineer, upon an effective designation described in subsection (A) or (B) of this section, may erect signs notifying drivers that parking is prohibited, or restricting parking in any way that may be necessary.

D. In a publicly owned parking lot or garage or a privately owned lot or garage being operated or managed by the city pursuant to a lease, contract, or other agreement with the city (and all public parking spaces for the purposes of subsection (D)(3) of this section), all or certain portions of said lots or garages may be designated for parking of vehicles with permits or decals. Parking may be permitted in said lots, garages, or portions thereof during certain hours or on weekends and holidays if signs are posted which specify the hours or days that a permit or decal is required. Vehicles without a permit or decal may be parked in said lots or garages at any other time.

1. Parking in the above-described lots, garages, or portions thereof is prohibited during the hours or days that a permit or decal is required by official signs posted therein, except for vehicles that are displaying a current and valid permit or decal. A permit or decal is invalid if it is expired or has been cancelled.

2. Vehicles parked in the above-described lots, garages, or portions thereof shall have a properly displayed permit or decal in a conspicuous location as approved by the city and in accordance with the provisions of this section.

3. It shall be unlawful to park any vehicle in any parking lot or garage described above, or in any other public parking space under the control of the city, except within a parking stall as designated by official markings, and all vehicles so parked shall be within the space designated by the official lines or markings.

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E. *Compact Car Parking.* In any publicly or privately owned parking lot or garage being operated or managed by the city or being operated or managed pursuant to a lease, contract, or other agreement with the city, certain portions of said lots or garages may have parking spaces which are designated for compact cars. Vehicles which exceed 15 feet in length shall not be parked in areas designated for compact cars.

F. In a publicly owned parking lot or garage or a privately owned lot or garage being operated or managed by the city pursuant to a lease, contract, or other agreement with the city, persons shall use the lots and garages only for the parking of vehicles or for other uses expressly approved in advance by the city. It shall be unlawful for any person using such property for unauthorized purposes to refuse or fail to leave such property upon being requested to do so by the owner, operator, or agent thereof.

G. *Parking Meters.* The city engineer may cause parking meters to be installed at the direction of the city council as necessary to regulate and control the parking of vehicles. Parking without paying the designated meter is prohibited.

1. Each person parking a vehicle or motor ~~-~~driven cycle within a designated parking area which contains a pay-by-space station or a designated parking meter shall immediately deposit in said pay-by-space station or parking meter an accepted form of payment as indicated on the meter.

2. At such times when metered parking is active as designated by official city notice, no person shall permit a vehicle or motor ~~-~~driven cycle to be parked or to remain in a space with a designated parking meter, or in a space within a designated parking area which contains a pay station when said parking meter or pay station is beyond the time period for which payment has been made.

3. Parking meter rates shall be set by resolution of the city council. [Code 2006 § 11-4-3. Ord. 2006-15, 7-25-2006; Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

#### **10.20.040 Prohibited Parking vehicles on sidewalks.**

It is a civil traffic violation for any person to stop, stand or park any vehicle, whether in usable condition or not, or for an owner to permit his-the owner's vehicle to be-stop, stand or park in any of the following places:

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~~A. parked upon~~ any sidewalk in the city.

B. Within an intersection.

C. Within fifteen (15) feet of a fire hydrant.

D. On a crosswalk.

E. At any place where official signs prohibit stopping, standing or parking.

F. Across lines or markings painted upon a city curb, street, or parking space or to park a vehicle in such a position that it shall not be entirely within the space designated by such lines or markings.

G. In a city park or trailhead except within designated parking areas.

[Code 2006 § 11-4-4. Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.050 Parking in fire lanes.**

It is prohibited for any person to stop, stand or park any motor vehicle, or other vehicle, within an emergency apparatus access road, otherwise known as a fire lane, that has been established and required by the Sedona fire department and which has been clearly designated as such by sign or marking or both. [Code 2006 § 11-4-5. Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.060 Parking in areas reserved for the handicapped.**

A. It is a civil traffic violation, pursuant to A.R.S. Section [28-884](#), for any person who is not qualified by statute to park any vehicle in an area reserved for the handicapped and designated in accordance with A.R.S. Section [28-882](#) and the current Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Arizona Department of Transportation.

B. Parking spaces marked in the manner provided in A.R.S. Section [28-882](#) and the current Manual on Uniform Traffic Control Devices may be designated on privately owned property. Any person or business that designates such parking spaces as provided herein shall be

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deemed to have given consent to authorize police officers and other duly authorized agents to enforce the provisions of this section and shall constitute a waiver of any objection by the owner or person in possession of such property to the enforcement of this section. [Code 2006 § 11-4-6. Ord. 2013-02 § 1, 3-12-2013; Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.070 Prohibition of bus idling in posted areas.**

A. When, by resolution of the city council, an area is designated where the running or idling of passenger bus engines, while parked, is prohibited, the city engineer shall erect signs prohibiting such activity.

B. It is unlawful for any person to park a passenger bus with its engine running or idling within an area that has been designated with signs, pursuant to subsection (A) of this section, prohibiting such activity. Violation of this title constitutes a civil traffic offense. [Code 2006 § 11-4-7. Ord. 2000-10, 10-9-2000; Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.080 ~~Violations~~Stopping, Standing and Parking Restrictions; ~~Violations; Liability; Defense.~~**

A. Applicability: The provisions of this chapter prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified or as indicated on official signs or parking meters, except when it is necessary to stop a vehicle to avoid an accident or in compliance with directions of a police officer. Parking restrictions provided in this chapter shall not apply to any authorized emergency vehicle or police officer or parking enforcement agent when such stopping, standing or parking is for the purpose of actual performance of law enforcement duty.

B. Persons Liable: If any vehicle is found in violation of any provision of this chapter, or any ordinance of this city, regulating the stopping, standing or parking of vehicles, the person in whose name such vehicle is registered, as well as the driver of the vehicle at the time of the violation, shall be jointly and severally responsible for such violation and are subject to the penalties therefor. If the vehicle is not attended by a driver, the owner, or person in whose

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name such vehicle is registered, shall be held prima facie responsible for such violation and is subject to the penalties therefor.

C. Defense to Liability: Persons liable may present evidence in any prosecution of a parking violation that a vehicle was not illegally parked, that said vehicle was not registered to said person at the time of the offense, or that said vehicle had been stolen at the time of the offense. Proof that a person other than the registered owner was operating the vehicle at the time of the violation shall not constitute a valid defense to the substantive offense.

D. Violations:

1. When signs or markings are in place giving notice thereof, it is unlawful and a violation of this chapter for a vehicle to be parked in any location designated under the authority of this chapter unless the vehicle is parked consistent with and in accordance with all restrictions, limitations, times, hours, days, manner, and other requirements in this chapter and in compliance with any city ordinance or provision of this code which regulates the time, place, or method of parking. Any violation of this chapter is a civil traffic violation and shall be subject to civil penalty not to exceed the amounts prescribed in a parking fine schedule set by city council. ~~If any vehicle is found in any location designated in this chapter in violation of any provision of this chapter, or any ordinance of this city, regulating the stopping or standing or parking of vehicles, and the vehicle is not attended by a driver, the owner, or person in whose name such vehicle is registered, shall be held prima facie responsible for such violation.~~

2. Violations of this chapter regulating the time, place or method of stopping, standing or parking of vehicles which are continuous in nature shall constitute a separate and distinct violation for each full hour thereof.

E. Notice of Violation.

1. In an action involving unlawful stopping, standing or parking of vehicles, a copy of the notice of violation need not be personally served upon the owner or operator of the vehicle but may be served by conspicuously attaching a copy to the vehicle.

2. The notice shall include the date, time and location of the violation, the State license number of the vehicle unlawfully parked, reference to the City ordinance or code provision

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violated, the sanction for the violation, and notice that within fifteen (15) calendar days from the day of which the notice was issued, the sanction for the violation must be paid and received by the City of Sedona office designated by the City Manager or a written request for an administrative hearing to contest the notice of violation must be made and received by the City of Sedona office designated by the City Manager.

F. Administrative Hearing; Appeal.

1. An administrative hearing for a parking violation may be heard by a parking ticket hearing officer designated by the City Manager. The parking ticket hearing officer may make such findings and orders as may be necessary and proper to dispose of such cases. Persons dissatisfied with the hearing officer's decision must appeal the decision to the Sedona magistrate court within ten (10) calendar days by providing the hearing officer with notice. The hearing officer will then forward the violation to the Sedona magistrate court for a hearing.

2. A civil traffic hearing for a parking violation will be heard in the Sedona magistrate court pursuant to applicable State statutes and the Rules of Procedure in Civil Traffic Violation Cases. The court may make such orders as may be necessary and proper to dispose of such cases. Any fines imposed by the court shall not be less than a base fine of twenty dollars (\$20.00) excluding any State surcharges and fees. Fines imposed after a civil traffic hearing shall be paid to the Sedona magistrate court.

G. Default Judgment and Penalty Assessment: If the person or persons allegedly liable for a parking violation fail to respond to the notice of violation by one of the methods prescribed in subsection (2) of this section within fifteen days of the issuance of the notice, the default fine shall be entered against the registered owner of the vehicle and the sanction for the violation shall automatically increase by \$50.00. All funds collected from fines pursuant to this chapter shall be turned over to the City Finance Department.

[Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

**10.20.090 Signs or markings required for enforcement.**

The city engineer may install appropriate signs or markings giving notice of parking restrictions, prohibitions, and method of parking in this chapter and violations shall not be enforced unless

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appropriate signs or markings are installed and in place at the time of the violation. [Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.100 Parking permits.**

A. The city or a private person or entity acting pursuant to a contract with the city shall issue permits or decals authorizing persons to park in specially designated parking areas and shall provide for appropriate display of the permits or decals. Permits or decals shall be issued only for vehicles authorized to park in certain designated areas owned by the city or in areas designated for private parking pursuant to parking agreements entered into with the city.

B. *Residential Permit Parking.*

1. The city council may, upon recommendation of the city engineer, designate residential areas within the city consisting of streets or portions of streets upon which the parking of motor vehicles shall be restricted in whole or in part to motor vehicles bearing a valid parking permit issued pursuant to this section.

2. A residential area shall be eligible for designation as a residential parking permit area when the city engineer has determined that parking in the area is significantly impacted by motor vehicles owned by nonresidents of the residential parking permit area. In making a determination of significant impact, the city engineer shall consider any or all of the following:

- a. The need to reduce hazardous traffic conditions in the area;
- b. Protection of the area from polluted air, excessive noise, and trash and refuse caused by the entry of nonresident vehicles;
- c. Protection of residents of the area from unreasonable burdens in gaining access to their residences; and
- d. Preserving the character of the area as a residential district and preserving the value of the property in the area.

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3. In each residential parking permit area, the city engineer shall cause parking signs to be erected in the area, indicating the times and conditions under which parking shall be by permit only.

4. Upon application, any person who resides on property immediately adjacent to a street within a residential parking permit area shall be entitled to receive residential parking permits through an administrative process as established by the city manager or his designee. [Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.110 Authority to impound vehicles.**

Vehicles parked in violation of this chapter may be impounded in the same manner as provided for by the provisions of SCC [10.15.150](#). [Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.120 Habitual offenders.**

A. Any person who commits a civil traffic violation of this chapter after previously having been found responsible for three or more civil traffic violations of this chapter ([violations per subsection 10.20.080.D.2 shall be treated as a single violation](#)) within a 24-month period, whether by default or by judgment after [administrative or civil](#) hearing, and who has not paid the civil sanctions required by the court for those offenses (underlying offenses) shall be [deemed to be a habitual offender and shall be](#) guilty of a misdemeanor. For purposes of calculating the 24-month period under this subsection, the dates of the commission of the offenses are the determining factor.

B. The Sedona city attorney/prosecutor is authorized to file a criminal misdemeanor complaint in the Sedona magistrate court against habitual offenders who violate this section.

C. The payment of the civil sanctions due on an underlying offense, when such payments are made after the issuance of a summons and complaint on a charge of being a habitual offender, shall not be a defense to the habitual offender charge.

D. Upon conviction of a violation of this section, the court may impose a sentence of incarceration not to exceed six months in jail or a fine not to exceed \$2,500, exclusive of penalty

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assessments prescribed by law, or both. The court shall order a person who has been convicted of a violation of this section to pay a fine of not less than \$250.00 for each count upon which a conviction has been obtained. A judge shall not grant probation to or suspend any part or all of the imposition or execution of any sentence required by this subsection except on the condition that the person pay the mandatory minimum fines as provided for in this subsection.

E. Every action or proceeding under this section shall be commenced and prosecuted in accordance with the laws of the state of Arizona relating to criminal misdemeanors and the Arizona Rules of Criminal Procedure. [Ord. 2017-04 § 1, 6-27-2017; Res. 2017-15 Exh. A, 6-27-2017].

### **10.20.130 Immobilizing Vehicles.**

A. The Police Department may immobilize a vehicle stopped or parked in violation of any provision of this Chapter by placement of a restraint in such a manner as to prevent a vehicle's operation.

B. Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. The notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall state that the unauthorized removal of or damage to the immobilizing restraint is a criminal violation. The notice shall also state that unless arrangements are made for release of the vehicle within five (5) hours of immobilization, the vehicle may be towed and impounded. The notice shall also specify how release of the immobilizing restraint may be had.

C. The Police Department may have any vehicle upon which an immobilizing restraint has been placed removed and impounded if no arrangements have been made for the release of the vehicle within five (5) hours of immobilization.

D. It is unlawful for any person, without proper authority, to remove or attempt to remove, or for any person to damage, tamper with or deface an immobilizing restraint device that has been attached to a vehicle pursuant to this section, or to relocate or tow any vehicle so restrained.

E. Prior to a hearing on the validity of an immobilization authorized by this section, the registered owner of the immobilized or impounded vehicle or other person entitled to

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possession of the vehicle shall be permitted to secure release of the vehicle by furnishing evidence of identity and ownership or right of possession and:

1. Paying the immobilization fees and, if applicable, towing and storage fees; or
2. Posting a bond in an amount equal to the immobilization fees and, if applicable, towing and storage fees.

F. The registered owner of a vehicle immobilized or other person entitled to possession of the vehicle shall have the right to a hearing to determine whether there was a sufficient factual and legal basis for the immobilization if the owner files a written request for a hearing with the Sedona magistrate court within fourteen (14) calendar days of the immobilization. Failure to request or attend a scheduled hearing shall be deemed a waiver of the right to a hearing. In the event of such failure, any bond shall be forfeited. If the court determines that there were insufficient grounds for the immobilization, the bond shall be exonerated. The hearing shall be conducted informally, and the technical rules of evidence shall not apply, provided that the decision of the Sedona magistrate court shall in all cases be based upon substantial and reliable evidence.

G. The immobilization fee shall be one hundred and seven dollars (\$107.00). The towing and storage fees shall be those applicable to the tow contractor providing the tow service. No fees shall be assessed for any immobilization which has been determined to be without a sufficient factual or legal basis.

#### **10.20.140 Parking on Private Property.**

No person may park a vehicle in any private driveway, on private property or on private parking areas without the express or implied consent of the owner or person in lawful possession of such premises.

#### **10.20.150 Large Vehicle Parking Prohibited.**

No person shall park a vehicle, commercial motor vehicle, equipment or trailer of more than fourteen thousand (14,000) pounds gross weight on that side of any public street which is on the boundary of or is within a residential land use zoning district as designated on the current official zoning map except for the purpose of loading or unloading said vehicle or equipment.



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### **10.20.160 Commercial Vehicle Storing and Parking Prohibited.**

Storing commercial motor vehicles on residential properties is prohibited. The parking of commercial motor vehicles on residential properties shall be limited to a maximum of two commercial motor vehicles if both vehicles are less than 6,000 pounds gross weight or a maximum of one commercial motor vehicle if the vehicle is between 6,000 and 14,000 pounds gross weight. Commercial motor vehicles with a gross weight in excess of 14,000 pounds are prohibited from parking on residential properties.

### **10.20.170 Vehicle Parking and Storage on Residential Lots.**

A. All residential lots shall provide a dustproof driveway, as described in subsection B.1. of this section, between a public street or private drive and all required parking spaces. If access to a public street is provided via an alley, the alley and driveway shall be a dustproof surface.

B. Vehicle Parking and Storage.

1. All vehicles shall be parked, stored or maneuvered on a dustproof surface such as concrete, pavers, asphalt, or crushed rock or aggregate that is a minimum of three inches thick. All crushed rock or aggregate shall be distinctly different than any adjacent landscaping groundcover through material type and/or color and shall be contained by a permanent border. Permanent borders for asphalt surfaces are recommended. All dustproof surfaces shall be maintained and kept free from weeds, grass, or other vegetative growth.

2. Vehicle parking or storage in landscaped areas shall be prohibited.

3. Vehicle parking in a front yard or unscreened side yard shall only be permitted on a dustproof driveway or surface.

4. No vehicle shall be stored on a residential lot unless such vehicle is owned or leased by the owner or resident of the property.

5. Vehicles shall only be stored in a garage or within a side yard or rear yard area located behind a solid six (6) foot tall wall, fence or gate, or landscaping. No vehicle storage is allowed in the front yard or unscreened, street side yard. Screening for vehicle storage shall be subject to the standards in the Land Development Code Section 5.6.D, *Screening*, and subject to the limitations of fence and wall heights in Section 5.6.E.

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**RESOLUTION NO. 2022-\_\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, ESTABLISHING AS A PUBLIC RECORD CHANGES TO SEDONA CITY  
CODE CHAPTER 10.20 (PARKING).**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the changes to Sedona City Code Chapter 10.20 (Parking) as set forth in Exhibit A “*2022 Amendments to Sedona City Code Chapter 10.20 Parking*” and attached hereto, constitutes a public record to be adopted by reference in Ordinance No. 2022-01 pursuant to A.R.S. § 9-802.

One paper copy and one electronic copy of this public record shall be filed in the office of the City Clerk and kept available for public use and inspection.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 22<sup>nd</sup> day of March, 2022.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kurt W. Christianson, City Attorney

**ORDINANCE NO. 2022-01**

**AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ADOPTING AN AMENDMENT TO THE CITY CODE CHAPTER 10.20 (PARKING); PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

Section 1. Amendment of Chapter 10.20

Chapter 10.20 of the City Code of the City of Sedona is hereby amended by incorporating by reference those changes set forth in that public record entitled “*2022 Amendments to Sedona City Code Chapter 10.20 Parking*” and established as a public record by Resolution No. 2022-\_\_ as though said provisions are fully set forth herein.

Section 2. Savings Clause

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

Section 3. Repeal

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

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 22<sup>nd</sup> day of March, 2022.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kurt W. Christianson, City Attorney

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**ORDINANCE NO. 2022-02**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, ADOPTING AMENDMENTS TO THE PARKING CITATION FINE SCHEDULE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF ANY ORDINANCE IN CONFLICT HEREWITH.**

WHEREAS, the City of Sedona has identified parking issues in the uptown area and areas surrounding trailheads; and

WHEREAS, the City has an interest in managing parking within those areas to meet the needs of the community;

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA,** as follows:

Section 1. Adoption of Amendments to the Parking Citation Fine Schedule. That the attached Exhibit A, "City of Sedona Parking Citation Fine Schedule – 2022", is hereby adopted and will become effective on May 1, 2022. One paper copy and one electronic copy of this public record shall be filed in the office of the City Clerk and kept available for public use and inspection.

Section 2. Repeal. All ordinances or parts of ordinances or any part of the Sedona City Code in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

Section 3. Savings Clause. If any provision, section or subsection of this Ordinance is held to be invalid by a court of competent jurisdiction, then such provision, section or subsection shall be considered separately and apart from the remaining provisions or sections, which shall remain in full force and effect.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 22<sup>nd</sup> day of March, 2022.

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Sandra J. Moriarty, Mayor

ATTEST:

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JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

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Kurt W. Christianson, City Attorney

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Exhibit A City of Sedona Parking Citation Fine Schedule - 2022

Name	Prior Fee	New	City Code
Greater than 18" From Curb	\$100.00	<b>\$100.00</b>	10.20.010
Blocking Traffic	\$100.00	<b>\$107.00</b>	10.20.020 (A,B,C)
Prohibited or Restricted Parking	\$ 40.00	<b>\$115.00</b>	10.20.030 (A,B)
Reserved Parking	\$ 40.00	<b>\$60.00</b>	10.20.030.D (1,2,3)
Paid Parking	\$ 40.00	<b>\$60.00</b>	10.20.030.G (1,2)
Prohibited Parking	\$100.00	<b>\$100.00</b>	10.20.040 (A-G)
Parking in Fire Lane	\$100.00	<b>\$115.00</b>	10.20.050
Handicap Parking	\$122.00	<b>\$265.00</b>	10.20.060.A
Bus Idling/Posted	-	<b>\$60.00</b>	10.20.070.B
Stopping/Standing/Parking	-	<b>\$107.00</b>	10.20.080.D
Parking on Private Property	-	<b>\$60.00</b>	10.20.140
Large Vehicle Parking	-	<b>\$100.00</b>	10.20.150
Commercial Vehicle Parking/Residential	-	<b>\$100.00</b>	10.20.160
Parking on Residential Lots	-	<b>\$60.00</b>	10.20.170



**CITY COUNCIL  
AGENDA BILL**

**AB 2759  
March 22, 2022  
Regular Business**

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

<b>Department</b>	City Manager
<b>Time to Present</b>	15 Minutes
<b>Total Time for Item</b>	45 Minutes
<b>Other Council Meetings</b>	January 11, 2022, January 26, 2022, February 8, 2022, February 22, 2022, March 8, 2022
<b>Exhibits</b>	None

City Attorney Approval	Reviewed 03/14/22 KWC	<b>Expenditure Required</b>	
		\$	0
City Manager's Recommendation	N/A	<b>Amount Budgeted</b>	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

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

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

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

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

**Alternative(s):**

**MOTION**

**I move to:** for informational purposes only unless there is a preference to take a position on a particular issue.