

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, JULY 12, 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

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

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.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

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

2. CITY'S VISION/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - June 28, 2022 City Council Regular Meeting.
- Minutes - June 29, 2022 City Council Special Meeting.
- AB 2834 Approval of a recommendation regarding an application for a Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #198854).
- AB 2840 Approval of a Resolution authorizing agreements between the City of Sedona and procurement cooperative agencies for the purchase of goods and services.
- AB 2841 Approval of a Linking Agreement with KEAR Civil Corporation for the Juniper Trail Extension Project in an amount not-to-exceed \$169,691.00.
- AB 2842 Approval of the Small Grant Evaluation Citizen Work Group recommendations for Fiscal Year 2023 Small Grants Program in the amount of \$200,000.

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 2809 **Public Hearing/discussion/possible action** regarding the approval of Tentative City Budget for Fiscal Year 2022-2023.
- AB 2830 **Discussion/possible action** regarding the approval of an underground utility easement for Arizona Public Service (APS) to allow the construction of Electric Vehicle Supply Equipment (EVSE) at Posse Grounds Park.
- AB 2829 **Discussion/possible action** regarding the third and final phase of the city's Stormwater Master Plan Update, superseding the 2005 Stormwater Master Plan.
- AB 2837 **Discussion/possible direction** regarding amending Sedona City Code Chapter 5.25 Short-Term Rental Regulation including implementation of SB 1168.
- AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response.
- Reports/discussion** regarding Council assignments.
- Discussion** regarding ideas for future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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



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9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: 07/07/2022

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. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, June 28, 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 Jon Thompson, Councilor Jessica Williamson. Councilor Ploog was excused absent.

Staff Present: City Manager Karen Osburn, City Engineer/Assistant City Manager Andy Dickey, City Attorney Kurt Christianson, Community Development Director Jess McNeely, Principal Planner Cynthia Lovely, Deputy Police Chief Stephanie Foley, and City Clerk JoAnne Cook.

2. City's Vision

The City's Vision video was played.

3. Consent Items

- a. **Minutes – June 14, 2022 City Council Regular Meeting.**
- b. **Minutes – June 15, 2022 City Council Special Meeting.**
- c. **AB 2824 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Rene at Tlaquepaque located at 336 State Route 179, Sedona AZ (File# 198241).**
- d. **AB 2818 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for The Angel Kitchen & Japanese Market located at 1600 W State Route 89A, Sedona, AZ (File# 174574).**
- e. **AB 2831 Approval of a Resolution appointing the City of Sedona Finance Director as Chief Fiscal Officer of the City for the purpose of submitting the annual expenditure limitation report to the Arizona Auditor General's Office.**
- f. **AB 2833 Approval of Resolution approving and adopting the City's Public Safety Personnel Retirement System Pension Funding Policy for fiscal year 2022-2023.**
- g. **AB 2836 Approval of a construction contract with Bill Ralston Construction, LLC, in the approximate amount of \$318,000, for the Court Relocation/Remodel Project.**
- h. **AB 2832 Approval of a Resolution authorizing a development agreement with 741 Forest Road, LLC, subject to approval of a written agreement by the City Attorney's office.**

Item 3h was pulled by Mayor Moriarty.

Motion: Councilor Williamson moved to approve the consent agenda items a-g. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Thompson, Williamson) and zero (0) opposed.

Presentation of item 3h by Kurt Christianson.

Questions and comments from Council.

Motion: Councilor Williamson moved to approve the consent agenda items 3h. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Thompson, Williamson) and zero (0) opposed.

4. Appointments – None.

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

Councilor Thompson advised the Sedona City Council Candidate Forum, sponsored by Northern AZ League of Women Voters and the Sedona Chamber of Commerce & Tourism Bureau will begin at 5:30 p.m. at the Sedona Performing Arts Center. Vice-Mayor Jablow welcomed all to attend the 4th of July Wetfest Monday, July 4th at the Sedona Community Pool. The final movie of the Sedona Summer Cinema is Wednesday at 7:30 p.m. Registration for summer Camps for Youth can be found on the city website at SedonaAZ.Gov/Camps, visit the city website to learn about swim lessons and other events.

6. Public Forum

Opened to public at 4:44 p.m.

Terence Cook, Sedona, spoke against illegally placed political campaign signs in the highway right-of way. He stated progress had been made since he last spoke, however, said signs for Gehlbach and Armstrong campaigns remain in the prohibited right-of way. He thanked Scott Jablow and Sandy Moriarty for their compliance. Terence has reached out to AZ Department of Transportation regarding clarification of the laws.

Brought back to Council at 4:46 p.m.

7. Proclamations, Recognitions & Awards – None.

8. Regular Business

a. AB 2828 Discussion/possible action regarding approval of FY 22-23 provider agreement with the Sedona Historical Society (SHS) in the approximate amount of \$100,000.

Presentation by Historical Society Board President Janeen Trevillyan and Karen Osburn.

Questions and comments from Council.

Motion: Councilor Kinsella moved to approve the proposed provider agreement with the Sedona Historical Society in the amount of \$100,000. Seconded by Councilor Vice Mayor Jablow. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Thompson, Williamson) and zero (0) opposed.

b. AB 2719 Discussion/possible direction on the Sedona Community Plan update process including resident survey results, progress and work effort

by the Community Plan Citizen Work Group, and review of the outreach plan and timelines.

Introduction by Jess McNeely. Presentation by Cynthia Lovely and Jess McNeely.

Questions and comments from Council.

Jess McNeely will email Council the 2014 City of Sedona Community Plan Implementation presentation.

Break at 6:27 p.m. Reconvened at 6:50 p.m.

- c. AB 2835 Discussion/possible direction regarding the potential development of a local elections program that would promote campaigns being more inclusive and less costly.**

Presentation by Councilor Thompson.

Questions and comments from Council.

By majority consensus, Council agreed not to move forward with this item.

- 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 Kurt Christianson.

Questions and comments from Council.

Presentation only. No action taken or direction given.

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

No discussion or direction.

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

No report or discussion.

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

Mayor Moriarty requested to have an item regarding joining the Climate Mayors Network put on a future agenda. Vice-Mayor Jablow and Councilor Thompson supported the request. The item will be added to the next available agenda.

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.

e. Adjournment

Mayor Moriarty adjourned the meeting at 7:34 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on June 28, 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, June 29, 2022, 1:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 1:00 p.m.

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog (present via Zoom), Councilor Jon Thompson, Councilor Jessica Williamson.

Staff in attendance: City Manager Karen Osburn, City Attorney Kurt Christianson, Assistant City Manager/Director of Public Works/City Engineer Andy Dickey, City Clerk JoAnne Cook, Public Relations Coordinator Kegn Moorcroft, Deputy City Clerk Cherise Fullbright.

3. Special Business

a. AB 2760 Discussion/possible action regarding the Sedona Chamber of Commerce and Tourism Bureau's (SCC&TB) program of work and budget for FY23.

Presentation by Karen Osburn, Kurt Christianson, SCC&TB President/CEO Michelle Conway, SCC& TB Board Chairman Jennifer Perry, SCC&TB Director of Tourism Development Sachiko Sado, SCC&TB Director of Finance Gary Stewart, SCC&TB Social Media Manager & Content Creator Eric Nguyen, and SCC&TB Board Member Al Comello.

Questions and comments from Council.

Break at 3:22 p.m. Reconvened at 3:35 p.m.

Opened to the public at 3:35 p.m.

The following spoke regarding this item: Nena Barlow, Clarkdale, Donna Joy Varney, Sedona, Shelley Evans, Sedona, Marcia Ellis, Oak Creek Canyon, Troy Casey, Sedona.

Brought back to Council at 3:49 p.m.

Additional questions and comments from Council.

By majority consensus, Council agreed to remove \$3,600 from line item 7 in the response budget and entirely remove line items 64 through 78 in the additional request budget.

At the request of Councilor Kinsella, the response budget and additional request budget were voted on separately.

Motion: Councilor Thompson moved to approve the Sedona Chamber of Commerce and Tourism Bureau's (SCC&TB) program of work and response budget for FY23 in the amount of \$1,586,211. Seconded by Councilor Williamson. Vote:

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

Motion: Councilor Thompson moved to approve the Sedona Chamber of Commerce and Tourism Bureau's (SCC&TB) program of work and additional request budget for FY23 in the amount of \$84,000. Seconded by Councilor Williamson. Vote: Motion carried with four (4) in favor (Moriarty, Jablow, Thompson, Williamson) and three (3) opposed (Kinsella, Lamkin, Ploog).

Councilor Kinsella stated for the record that she is opposed to the \$54,000 for geofencing.

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

Councilor Williamson suggested the SCC&TB and City Staff work together and come back with a recommendation to reorganize the existing structure so there is a separation between the Chamber of Commerce and Tourism Management Bureau.

A recommendation will be brought back to Council at a future meeting in late August when the contract is available.

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.**

None.

5. Adjournment

Mayor Moriarty adjourned the meeting at 5:11 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on June 29, 2022.

Cherise Fullbright, Deputy City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2834
July 12, 2022
Consent Items**

Agenda Item: 3c
Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #198854).

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

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required	\$ 0
City Manager's Recommendation	Recommend approval of a new Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #198854).	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

The City received an application for a new Series Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #198854). The application is available for review and inspection in the City Clerk's office or by email.

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

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

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

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Recommend denial of a new Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #198854). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #198854).



**CITY COUNCIL
AGENDA BILL**

**AB 2840
July 12, 2022
Consent Items**

Agenda Item: 3d

Proposed Action & Subject: Approval of a Resolution authorizing agreements between the City of Sedona and procurement cooperative agencies for the purchase of goods and services.

Department	Financial Services
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Resolution

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required	
		\$	N/A
City Manager's Recommendation	Approve a Resolution authorizing agreements between the City of Sedona and procurement cooperative agencies for the purchase of goods and services.	Amount Budgeted	
		\$	N/A
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Pursuant to Sedona City Code Section 3.05.020.C, the Financial Services Department identified a recurring need for various goods and services that may be purchased through procurement cooperative agencies. Contracts are awarded by these agencies through a competitive selection process and are thoroughly vetted by the City's Attorney and Procurement Officer for compliance with Federal, State, and Local Laws. The agencies the City seeks authorization to contract with are as follows:

- 1GPA
- Houston-Galveston Area Council (HGAC)
- Mohave Cooperative
- National Association of State Procurement Officials (NASPO)
- National Cooperative Purchasing Alliance (NCPA)
- OMNIA Partners
- Sourcewell
- State of Arizona – Cooperative Contracts
- TIPS-USA

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): The City may complete the Sealed Bids/Competitive Negotiation process which costs the City time and money. The City would be required to administer the bid process which, on average, may take six (6) weeks or longer to complete. Upon completion of the bid process, it is not guaranteed there will be a successful bidder and subsequent award, which may result in the City's need to re-bid a project. Cooperative purchasing with other organizations leverage buying power of larger groups/quantities to secure more favorable pricing than the City is likely to obtain on its own.

MOTION

I move to: approve Resolution 2022-___ authorizing agreements between the City of Sedona and procurement cooperative agencies for the purchase of goods and services.

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, AUTHORIZING THE CITY OF SEDONA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND OTHER COOPERATIVE PURCHASING AGENCIES FOR PURCHASING COOPERATIVE AGREEMENTS.

WHEREAS, the Sedona City Code Section 3.05.020.C. authorizes the procurement of services and materials through cooperative purchasing agencies; and

WHEREAS, various state and national government purchasing cooperatives exist to reduce the cost of goods and services by offering publicly solicited contracts to government entities nationwide; and

WHEREAS, the State of Arizona’s Procurement Office makes many of its contracts for materials and services available to public agencies in Arizona under the terms, conditions, and pricing of the State’s contract the City Council has reviewed the form of the Purchasing Cooperative Agreement and has found the terms and conditions thereof acceptable; and

WHEREAS, it is in the best interest of the City of Sedona and the residents thereof to participate in various cooperative purchasing agreements and City staff believes the cooperative purchasing will yield better results and lower costs to the City.

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

SECTION 1. That the City of Sedona is authorized to enter into the following cooperative purchasing agreements for the purpose of making cooperative purchases:

- 1GPA
- Houston-Galveston Area Council (HGAC)
- Mohave Cooperative
- National Association of State Procurement Officials (NASPO)
- National Cooperative Purchasing Alliance (NCPA)
- OMNIA Partners
- Sourcewell
- State of Arizona – Cooperative Contracts
- TIPS-USA

SECTION 2. That Mayor or designee is authorized to execute and deliver said cooperative purchasing agreements in substantially the form presented on behalf of the City and that the various City officers and employees be authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 12th day of July 2022.

Sandra J. Moriarty, Mayor

ATTEST:

APPROVED AS TO FORM:

JoAnne Cook, City Clerk

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2841
July 12, 2022
Consent Items**

Agenda Item: 3e
Proposed Action & Subject: Approval of a Linking Agreement with KEAR Civil Corporation for the Juniper Trail Extension Project in an amount not-to-exceed \$169,691.

Department	Wastewater
Time to Present	N/A
Total Time for Item	
Other Council Meetings	AB 2825 6/14/22; AB 2826 6/14/22
Exhibits	A. Linking Agreement Exhibit B. Vicinity Map

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required
		\$ 169,961
City Manager's Recommendation	Approve a Linking Agreement with KEAR Civil Corporation for the Juniper Trail Extension Project in an amount not-to-exceed \$169,691.	Amount Budgeted
		\$ 170,000 (FY23 revised proposed budget)
		Account No. 59-5252-89-68C9 (Description) Juniper Trail Sewer Extension
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting approval of a Linking Agreement to construct the Juniper Trail Sewer Extension. The new sewer main will consist of approximately 250 linear feet of new 8-inch sewer main, 2 manholes, 2 new service laterals, and pavement restoration.

Background:

In 2011, as part of the SR179 Realignment Project, an 8-inch dry sewer line was installed for future use. To make the dryline active, approximately 250 feet of sewer will be installed in Juniper Trail to tie the dryline into the active collection system. The extension will allow for the potential connection of up to 31 properties, 9 of which are undeveloped. A map of the area is attached as Exhibit B.

City staff is utilizing a Cooperative Purchasing Agreement through the City of Flagstaff to complete the construction with KEAR Civil Corporation. Utilizing this agreement satisfies state procurement laws. KEAR Civil Corporation has provided a price proposal under this cooperative purchasing agreement for the Juniper Trail Sewer Extension Project. Utilizing this agreement will also allow construction to occur sooner and pricing is more secure due to

the volatility of the bidding environment at this time. Other contractors were solicited under cooperative purchasing agreements; KEAR is able to complete the work immediately upon approval of the contract whereas other contractors were not able to get to the work for a delayed period.

The project was originally budgeted to be \$60,000. However, due to staff capacity design services were contracted out, leaving \$48,480 for construction. Increases in construction material and labor costs have resulted in much higher than anticipated costs for the project construction. Staff has included a recommendation for an increase in the FY23 Tentative Budget for this additional increase in cost.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could elect not to approve the Linking Agreement to install new sewer infrastructure needed to activate the dryline already in place, doing so would delay connection of new residential development to City sewer and likely result in increased costs to complete the project later.

MOTION

I move to: approve the Linking Agreement with KEAR Civil Corporation for the construction of the Juniper Trail Sewer Extension Project, in an amount not-to-exceed \$169,691, subject to approval of a written agreement by the City Attorney's Office.

**LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
KEAR CIVIL CORPORATION**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 20____, between the City of Sedona, an Arizona municipal corporation (the “City”), and KEAR Civil Corporation, an Arizona corporation (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On January 29, 2021, pursuant to a City of Flagstaff Service Contract, the City of Flagstaff entered into a contract with Contractor for Job Order Professional Contracting Services: Water/Wastewater General Construction, Contract No. 2020-100 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. SCC Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was January 29, 2021, until the date the contract expires on January 29, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 29, 2024. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 29, 2024. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.
- 2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of

Work attached as Exhibit B.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is determined by R.S. Means Costa data or Open Book Pricing as specified in the Cooperative Purchasing Agreement attached as Exhibit A.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred sixty nine thousand six hundred ninety one dollars (\$169,691) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually, with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor, with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Sedona
c/o Wastewater Department
102 Roadrunner Drive
Sedona, Arizona 86336

Phone: 928-204-2234
Email: rholland@sedonaaz.gov

And

KEAR Civil Corporation
c/o Mike Fossett, President
22555 N. 20th Ave.
Phoenix, AZ 85027
Phone: 623-742-2310
Email: mike.fossett@kearcorp.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CONTRACTOR:

KEAR Civil Corporation

By _____
Its _____

CITY:

CITY OF SEDONA, a municipal
corporation of the State of Arizona

Karen Osburn, City Manager

Attest

JoAnne Cook, City Clerk

Approved as to Form:

Kurt Christianson, City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
KEAR CIVIL CORPORATION**

EXHIBIT A

(City of Flagstaff. Service Contract No. 2020-100)

SERVICE CONTRACT

**PROFESSIONAL SERVICE CONTRACT
FOR
JOB ORDER PROFESSIONAL CONTRACTING SERVICES:
WATER/WASTEWATER GENERAL CONSTRUCTION
Contract No.: 2020-100**

This Contract for the On-Call Professional Services (Contract) is made by and between the City of Flagstaff (Owner), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and KEAR Civil Corporation, an Arizona Corporation with offices at 3100 N. Caden Ct., Flagstaff, AZ 86004 (Firm), effective as of the date written below.

RECITALS

- A. The Owner desires to enter into this Contract in order to obtain services of a Firm for the On-Call Professional services [Service Name], as outlined in the Scope of Work/Specifications section of the RSOQ document; and
- B. Firm has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Contract;

For the reasons recited above, and in consideration of the mutual covenants contained in this Contract, the Owner and Firm agree as follows:

1. SERVICES TO BE PERFORMED BY FIRM

Firm agrees to perform the following services:

1.1 Firm agrees to provide the services as set forth in detail in Exhibit "A" attached and incorporated in this Contract. All of the terms and conditions set forth in this RSOQ pertaining to the services set forth in Attachment A, including all standard terms and conditions shall be incorporated in this Contract as if fully set forth herein.

1.2 Firm warrants that all materials, services or construction delivered under the Contract shall conform to the specifications of the Contract. The Owner's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Firm or the rights of the Owner under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Contract are the sole property of the Owner and shall not be used or released by Firm or any other person except with prior written permission of the Owner.

2. COMPENSATION OF FIRM

Firm agrees to provide all of the services set forth in Exhibit "A" for prices not to exceed the amounts set forth in the fee. Firm agrees that any specific scopes of work for individual Job Order Construction Contracts will have specific and mutually agreed upon fee schedules attached.

3. RIGHTS AND OBLIGATIONS OF FIRM

3.1 Independent Firm. The parties agree that Firm performs specialized services and that Firm enters into this Contract with the Owner as an independent contractor. Nothing in this Contract shall be construed to constitute Firm or any of Firm's agents or employees as an agent, employee or representative of the Owner. As an independent contractor, Firm is solely responsible for all labor and expenses in connection with this Contract and for any and all damages arising out of Firm's performance under this Contract.

3.2 Firm's Control of Work. All services to be provided by Firm shall be performed as determined by the Owner in accordance with the Scope of Services set forth in Exhibit "A." Firm shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Contract. Firm shall be responsible for, and in full control of, the work of all such personnel.

3.3 Reports to the Owner. Although Firm is responsible for control and supervision of work performed under this Contract, the services provided shall be acceptable to the Owner and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Firm to the Owner and the right of the Owner, as set forth in the Scope of Services, and the right of the Owner to audit Firm's records.

3.4 Compliance with All Laws. Firm shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Contract. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Contract shall be deemed inserted, whether or not such provisions appear in this Contract.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Contract shall be in writing and sent by certified or registered mail as follows:

To the Owner's Authorized Representative

To Firm:

Matthew Luhman, CPP, CPPB
Purchasing Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
mluhman@flagstaffaz.gov
928.213.2278

Mike Fossett, President
KEAR Civil Corporation
3100 N. Caden Ct.
Flagstaff, AZ 86004
mike.fossett@kearcorp.com
623-742-2310

5. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Firm from and against any and all claims. It is agreed that Firm shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Firm shall waive all rights of subrogation against

the City of Flagstaff, its officers, officials, agents and employees for losses arising from the work performed by Firm for the City of Flagstaff.

6. INSURANCE

Firm and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Contract by the Firm, Firm’s agents, representatives, employees or contractors until all of their obligations under this Contract have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Owner does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Firm from liabilities that might arise out of this Contract, and Firm is free to purchase such additional insurance as Firm may determine is necessary.

6.1. Minimum Scope and Limits of Insurance. Firm shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000
Medical Expense (any one person)	Optional

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
-----------------------------------------------------------------------------	-------------

6.1.3. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

6.1.4. Professional Liability \$1,000,000

6.2 Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the Owner. If not approved, the Owner may require that the insurer reduce or eliminate such self-insured retentions with respect to the City of Flagstaff, its officers, agents, employees, and volunteers.

6.3. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Contract and activities performed by or on behalf of the Firm, including products and completed operations of the Firm; and automobiles owned, leased, hired or borrowed by the Firm.

6.3.2 The Firm's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.

6.3.4 The Firm's insurance coverage shall be primary insurance with respect to the City of Flagstaff, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Flagstaff, its officers, officials, agents and employees, shall be in excess of the coverage of the Firm's insurance and shall not contribute to it.

6.3.5 The Firm's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.6 Coverage provided by the Firm shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.3.7 The policies shall contain a waiver of subrogation against the City of Flagstaff, its officers, officials, agents and employees for losses arising from work performed by Firm for the Owner.

6.6 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the Owner. Notices required by this section shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

6.7 Acceptability of Insurers. Firm shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The Owner does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Firm from potential insurer insolvency.

6.8 Verification of Coverage. The Firm shall furnish the Owner with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.8.1 The Owner must receive and approve all certificates of insurance before the Firm commences work. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Firm's and its subcontractors' obligations under this Contract have been met. The Firm's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

6.8.2 All certificates of insurance shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001. The Owner's project/contract number and project description shall be noted on the certificates of insurance. The Owner reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The Owner shall not be obligated, however, to review any insurance policies or to advise Firm of any deficiencies in such policies and endorsements. The Owner's receipt of Firm's policies or endorsements shall not relieve Firm from, or be deemed a waiver of, the Owner's right to insist on strict fulfillment of Firm's obligations under this Contract.

6.9 Subcontractors. Firm's certificate(s) shall include all subcontractors as additional insureds under its policies, or Firm shall furnish to the Owner separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.10 Approval. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City of Flagstaff's Attorney's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Contract:

7.1.1 Any material misrepresentation made by Firm to the Owner;

7.1.2 Any failure by Firm to perform its obligations under this Contract including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Contract due to a reason or circumstance within Firm's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Firm's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the Owner;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the Owner as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Firm's reasonable control;

7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;

7.1.2.7 Failure to provide the Owner, upon request, with adequate assurance of future performance;

7.1.2.8 Failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance; and

7.1.2.9 Any other acts specifically stated in this Contract as constituting a default or a breach of this Contract.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the Owner may declare Firm in default under this Contract. The Owner shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the Owner may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Contract as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Firm's compensation under this Contract;

7.2.1.5 The right to deem Firm non-responsive in future contracts to be awarded by the Owner; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The Owner may elect not to declare an Event of Default or default under this Contract or to terminate this Contract upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the Owner, and that if the Owner allows Firm to continue to provide the Services despite the occurrence of one or more Events of Default, Firm shall in no way be relieved of any of its responsibilities or obligations under this Contract, nor shall the Owner be deemed to waive or relinquish any of its rights under this Contract.

7.2.3 In the Event of Default by the Firm, the Owner shall not be liable to Firm for any amount, and Firm may be liable to the Owner for any and all damages sustained by reason of the default which gave rise to the termination.

7.3 Right to Offset. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the Owner due to default of Proposer, or due to the Owner's exercise any of the remedies available to it under this Contract, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Firm shall be liable for and shall remit promptly to the Owner the balance upon written demand from the Owner.

7.4 Termination for Convenience. The Owner reserves the right to terminate, with or without cause, this Contract upon ninety (90) days written notice. The Owner shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the Owner shall reimburse Proposer for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the Owner after costs are claimed and allowed. Proposer shall submit detailed cost claims in an acceptable manner and shall permit the Owner to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

7.5 Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the Parties.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

8.2 Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Firm hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. Subject to Section 8.11, if suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

8.4 Severability. If any term or provision of this Contract shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8.5 Successors and Assigns. No right or interest in the Contract shall be assigned by Firm without prior written permission of the Owner, and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. This Contract shall extend to and be binding upon the Firm, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Firm shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Firm shall sell its assets.

8.6 Subcontracts. No subcontract shall be entered into by Firm with any other party to furnish any service specified in this Contract without the advance written approval of the Owner. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract, as if the subcontractor were the Firm. Firm is responsible for contract performance whether or not subcontractors are used. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. Firm shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.7 Conflict of Interest. Firm covenants that Firm presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Contract. Firm further covenants that in the performance of this Contract, Firm shall not engage any employee or apprentice having any such interest. The parties agree that this Contract may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.8 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Contract.

8.9 Integration. This Contract represents the entire understanding of Owner and Firm as to those matters contained in this Contract, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RSOQ Package that have been incorporated into this Contract. This Contract may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.10 Non-Appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges under this Contract, the Owner may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the Owner's payment obligations. The Owner agrees to give written notice of termination to the Firm at least thirty (30) days prior to any termination for a lack of funds and will pay to the Firm all approved charges incurred prior to Firm's receipt of such notice, subject to the availability of funds appropriated and budgeted by the Owner to fund payments under this Contract.

8.11 Non-Discrimination. Firm shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Firm shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8.12 Compliance with Federal Immigration Laws and Regulations. Firm hereby warrants to the Owner that the Firm and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Firm Immigration Warranty").

8.12.1 A breach of the Firm Immigration Warranty shall constitute a material breach of this Contract and shall subject the Firm to penalties up to and including termination of this Contract at the sole discretion of the Owner.

8.12.2 The Owner retains the legal right to inspect the papers of any Firm or Subcontractor employee who works on this Contract to ensure that the Firm or Subcontractor is complying with the Firm Immigration Warranty. Firm agrees to assist the Owner in regard to any such inspections.

8.12.3 The Owner may, at its sole discretion, conduct random verification of the employment records of the Firm and any of Subcontractors to ensure compliance with Firm's Immigration Warranty. Firm agrees to assist the Owner in regard to any random verifications performed.

8.12.4 The provisions of this Article must be included in any contract the Firm enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.13 Anti-Trust Violations. The Owner maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Firm. Therefore, to the extent permitted by law, Firm hereby assigns to the Owner any and all claims for such overcharges as to the goods or services used to fulfill this Contract.

8.14 Advertising. Proposer shall not advertise or publish information concerning the Contract, without the prior written consent of the Owner.

8.15 Inspection. All material, services or construction are subject to final inspection and acceptance by the Owner. The Owner may, at reasonable times and at its expense, inspect the plant or place of business of Firm or its subcontractor(s) which is related to the performance of this Contract. This right of inspection and supervision shall include, but not be limited to the right of the Owner to audit Firm's records.

8.16 No Third-Party Beneficiaries. The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

8.17 Assignment. Firm shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Contract shall be assigned, in whole or in part, by Firm without prior written permission of the Owner and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Firm agrees that any assignment agreement between Firm and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Firm shall also remain liable under all obligations, terms and conditions of this Contract.

8.18 Notice. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below **and** to legal counsel for the party to whom the notice is being given.

8.19 Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Firm's records related to this Contract. Firm shall retain all records related to this Contract for a period consistent with the Owner of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

9. SPECIAL TERMS AND CONDITIONS

9.1 Job Order; Authorization to Proceed. All proposed work under this Contract shall be performed pursuant to the issuance of individual Job Orders. Firm shall perform no work under this Contract until or unless a written Job Order has been issued by the Owner and executed by the Parties, which Job Order describes the specific services and the time of performance requested by the Owner. Firm shall respond to each Job Order issued by the Owner by submitting a written fee proposal and time required to complete the specific services requested in the Job Order. When the Job Order is agreed to and executed by both Parties, the Job Order shall constitute Firm's authorization to proceed with the requested services. All Firm invoices shall reference the Job Order number and shall contain an itemization of all hours and expenses per the Price Schedule.

9.2 Technical and Professional Requirements; Key Personnel. Firm shall be professionally licensed and qualified in all pertinent disciplines for consulting services required under this Contract. It is essential that Firm provide adequately experienced personnel who are capable of, and devoted to, the successful accomplishment of all services performed under this Contract. Key personnel to be assigned to the project shall be identified in writing to the Owner by Firm at the time of Notice to Proceed. At a minimum the Firm shall identify for the Owner's written approval, the project manager who shall be empowered to act for the Firm in accordance with this Contract in all matters relating to the technical administration of services to be provided. Authorization for changes in key personnel must be requested in writing by the Firm.

9.3 Subcontracts. At the time subcontracted services are anticipated, the Firm shall notify the Owner of the nature of, and need for, such services and identify the proposed subcontracting contractor. The Firm must receive approval in writing from the Owner prior to utilization of any subcontractor other than the parties listed in this article. The Firm is authorized by the Owner to subcontract work having a cost which will not exceed 30 percent (30%) of the total amount of compensation due under this Contract. The Firm shall be responsible to the Owner for the actions of persons and contractors performing subcontract work.

9.4 Rights and Obligations of Firm

9.4.1 Work Schedule: Upon receipt of an executed copy of a Job Order, the Firm shall prepare a work schedule. The work schedule shall include:

9.4.1.1. Events which will satisfy SECTION 1. Services to be performed by the Firm.

9.4.1.2 Date each event shall start and its duration.

9.4.1.3 Critical relationship of events.

9.4.1.4 Name(s) of the person(s) responsible for the project. The work schedule shall provide for the completion of SECTION I services not later than 365 calendar days from the written Notice-to-Proceed.

9.4.1.5 The schedule shall be updated periodically as necessary.

9.4.1.6 The Firm agrees to maintain adequate resources to provide the described services within the time provided in the agreed upon schedule. Failure to adhere to the schedule may result in termination of this contract.

9.5 Maintenance of Documents. Firm shall deliver to the Owner copies of reports, specifications and drawings prepared under the terms of this Contract. If drawings are prepared, the Owner will be provided with a set of full-size reproductions. Originals of design and study notes, calculations, correspondence and similar material will be filed by the Firm and made available to the Owner on Request. Copies will be furnished to the Owner by the Firm at cost. Except as otherwise provided herein, documents prepared under the terms of this

Contract will not be used by the Owner on other projects or extensions to this project except with the written agreement of the Firm.

9.6 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in the Planned Consulting Services, thereby materially increasing or decreasing the cost of the performance, the work will be performed in accordance with the contract and as directed; provided however, that before such work is started, a contract change order shall be approved and executed by the Owner and the Firm. Additions to, modifications, or deletions from the project provided herein may be made and the compensation to be paid to the Firm may be adjusted accordingly by mutual agreement of the Owner and Firm. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Firm will be allowed by the Owner except as provided herein, nor shall the Firm do any work, or furnish any materials not covered by this Contract unless such work is first ordered in writing.

9.6.1 Any such work or materials furnished by the Firm without such written order first being given shall be at his own risk, cost, and expense, and Firm hereby agrees that without such written order he will make no claim for compensation for such work or materials furnished.

9.7 Completeness and Accuracy of Firm's Work. The Firm shall be responsible for the completeness and accuracy of his survey work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein which may be disclosed during the review of the plans.

9.7.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law.

9.7.2 Correction of engineering errors or omissions disclosed and determined to exist by the Owner during the construction of the project shall be accomplished by the Firm. The cost of the design necessary to correct those errors attributable to the Firm and any expense incurred by the Owner as a result of additional construction costs caused by such engineering errors shall be chargeable to the Firm. The fact that the Owner has accepted or approved the Firm's work shall in no way relieve the Firm of any of his responsibilities. Should the Firm be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the Owner during and subsequent to the construction of the project. Firm's duty in the construction inspection phase is to assure Owner that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Firm and any expense incurred by Owner as a result of additional construction costs caused by such errors shall be chargeable to the Firm. Acceptance or approval by Owner of Firm's work shall not relieve Firm of inspection responsibilities.

9.8 General Responsibilities and Obligations of Firm. The Firm is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. The Firm shall follow the practice of the profession to make findings, opinion, factual presentations, and to offer professional advice and recommendations. To the fullest extent permitted by law, the Firm shall defend, indemnify and hold harmless the City of Flagstaff, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Firm, its employees, agents, or any tier of subcontractors in the performance of this Contract. The Firm's duty to defend, hold harmless and indemnify the City of Flagstaff, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Firm or any tier

of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Firm may be legally liable.

9.8.1 The amount and type of insurance coverage requirements set forth herein (Section, 7. Insurance) will in no way be construed as limiting the scope of the indemnity in this paragraph.

9.8.2 In performing construction management services, Firm shall act as agent of the Owner. The Firm's review or supervision of work prepared or performed by other individuals or contractors employed by the Owner shall not relieve those individuals or contractors of complete responsibility for the adequacy of their work.

9.8.3 It is understood that any resident consulting or inspection provided by the Firm is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. The Firm does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

9.8.4 The Firm agrees to notify the owner of any potential unsafe conditions observed at a construction site while performing resident consulting services. It is understood that the resident Firm will perform the aforesaid services only as incidental to the agreed consulting services and only while at the site; no duty to inspect for unsafe conditions is accepted by the resident Firm.

9.9 Cooperative Use Of Contract. This Contract resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City of Flagstaff, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Contract who wish to cooperatively use the contract are subject to the approval of Vendor.

The City of Flagstaff is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

10. DURATION

This Contract shall become effective on and from the date it is executed by the Parties and shall continue for a period of **three (3) consecutive years**, unless sooner terminated as provided in this Contract. The Owner reserves the right to unilaterally extend the period of the Contract for up to four (4) additional ninety (90) day term extensions beyond the stated termination date. The Contract may be renewed in writing for a supplemental period of up to **two (2) additional one-year terms, at the discretion of the Owner**. The City Council authorizes the City of Flagstaff Purchasing Director to administratively renew and extend this Contract for the additional terms specified in this paragraph. Any additional renewals or extensions, other than those specified in this paragraph, must be approved by the City Council.

11. FORCE MAJEURE

The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work

that is the subject of this Contract, as set forth in Exhibit A. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

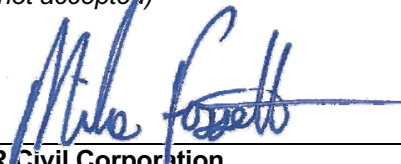
The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff

Firm



City Manager

KEAR Civil Corporation
Mike Fossett, President

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution: January 29, 2021

EXHIBIT A

Scope of Work

GENERAL

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Firm will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City of Flagstaff.

Once the successful Firms are selected, a Scope of Work for each Job Order discipline may be provided by the Owner to a number of Firms to solicit competitive price proposals.

The maximum cost per Job Order is \$1,000,000. The annual cap per Firm is \$5,000,000.

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services;
- Serve as the general contractor during construction;
- Coordinate and manage subcontractors during construction;
- Coordinate with all utilities;
- Attend public meetings and issue notifications (when required);
- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Continue use of a collaborative process;
- Provide quality controls;
- Bond and insure the construction;
- Comply with all federal, state and local permitting requirements;
- Acquire all applicable permits
- Maintain a safe work site for all project participants;
- Commissioning;
- Prepare and turn over record drawings (when required);
- Provide operations and maintenance manuals (when required).

SCOPE OVERVIEW

The Owner is in need of general contracting (vertical, horizontal, water/wastewater plant, landfill, construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to the Owner's facilities and civil infrastructure. The Firm will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

All work performed by the Firm shall meet all applicable federal, state and local codes and the Firm shall be required to obtain all required permits and inspections.

For all of Owner's projects, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. CoF Engineering Standards and Specs
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

The Firm may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project
- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.

When a particular project is offered to the Firm, the Firm shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Firm unless change orders are pre-approved by the Owner. Price proposal shall follow the pricing format sample in *Attachment D Sample Proposal Format* of the attached Sample JOC Construction Contract (*Attachment C*).

By executing a price proposal, the Firm represents that the Firm has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The Owner does not undertake to represent or warrant the site or local conditions.

The Owner reserves the right to reject the Firm's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The Owner reserves the right to request Job Order proposals from more than one JOC Firm for competitive

purposes. Pricing may be determined by **R.S. Means™ Cost data or Open Book Pricing** consisting of Firm's subcontractor price quotes that are shared with and approved by the Owner. The Owner reserves the right to determine the pricing method on a project by project basis.

A separate Purchase Order must be issued for each Job Order before the commencement of any work by the Firm. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The Owner, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, Firm shall tender a performance and payment bond for the Owner to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Flagstaff, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the Owner, and the bond shall otherwise be satisfactory in its scope and content as determined by the Owner in his/her sole and absolute judgment.

In the event the Firm fails to provide to the Owner with the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the Owner reserves the right to unilaterally rescind the Firm's award of this project.

In the event the Firm provides to the Owner the certificate and proof of bond assurance and the Owner determines that the certificate and/or assurance is inadequate in any regard, then the Owner reserves the right to unilaterally rescind the Firm's award of this project. The Owner's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the Owner issues to the Firm the Notice to Proceed with the project. The Owner waives any objection to the Owner's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the Owner that the tender of proof required herein was made by the Firm, its agents, employees or persons acting on Firm's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the Owner's sole and absolute judgment.

The Firm shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Contract, the Firm shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

The Firm shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Firm shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the Owner. The superintendent shall represent the Firm and have authority to act for the Firm. The Firm or qualified representative shall attend meetings with the Owner, at a frequency as determined by the Owner, for the purpose of coordinating or expediting the work.

Safety. During the construction process, the Firm shall comply with all applicable federal, state and County health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry" shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Firm's responsibility. The Owner may stop construction on a project until safety concerns have been corrected.

During construction the Firm shall supply the work area (job site) with a minimum of one portable chemical toilet, or more as necessary or directed by the Owner for larger projects.

The Firm shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Firm shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

To determine the date of final completion of a particular project, final inspection of the work by the Owner shall be made within five (5) working days after receipt of the Firm's written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the Owner determines that the Firm has achieved final completion. However, if such inspection, in the sole opinion of the Owner, reveals items of work still to be performed, the Firm shall promptly perform them and then request a re-inspection.

WATER/WASTEWATER PLANT CONSTRUCTION

SERVICES TO BE PERFORMED BY FIRM

Firm agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and Purchase Orders as amendments to this contract:

Services will pertain to all City of Flagstaff owned Water Treatment Plants and Wastewater Treatment Plants, including any substructure needs for performing required services

- Conceptual Cost Estimating
- Design Assistance
- Scheduling
- Value Engineering
- Mechanical construction
- Millwright construction
- Civil construction
- Structural Concrete
- Electrical
- Instrumentation and Controls
- Equipment Installation
- Demolition

**LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
KEAR CIVIL CORPORATION**

EXHIBIT B
Scope of Work/Pricing
Proposal

PROJECT DESCRIPTION

Juniper Trail Extension Project: Installation of approximately 256 linear feet of 8” sewer main, two (2) 48” sewer manholes, two (2) service laterals, pavement restoration and sewer line testing.

METHOD AND AMOUNT OF COMPENSATION

Goods and services shall be purchased in accordance with the terms and conditions of the City of Flagstaff Service Contract No. 2020-100.

Contractor shall be paid upon completion of the contracted scope of work and quote provided and following the City’s receipt of a properly completed invoice. Payment for stored materials shall be provided upon receipt of material order.

Invoicing: Contractor to provide invoice(s) to City of Sedona authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Sedona Finance Department. Any issues regarding billing or invoicing must be directed to the City of Sedona Wastewater Department requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Service addresses, contract number, and purchase order associated with the contract;
- j. Applicable Taxes;
- k. If applicable, mileage or travel costs; and
- l. Total amount due.

Payment of Funds: Payment will be made upon completion of work within thirty (30) working days through a traditional method of a check from invoice(s) provided by the Contractor.

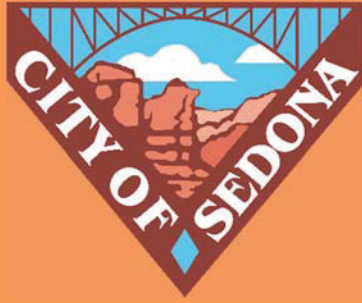
NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Juniper Trail Sewer Extension Project are estimated to be \$169,691 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Pricing Proposal specific to the Juniper Trail Sewer Extension Project is attached.

Once a project has been completed, Contractor shall provide a detailed invoice to the City of Sedona. All invoices must match the quote provided and be confirmed by the City of Sedona authorized representative prior to paying.



City of Sedona
Juniper Trail Sewer Extension

Pricing Proposal

June 16, 2022



Prepared & Submitted By:

KEAR Civil Corporation
22555 N. 20th Ave
Phoenix, AZ 85027

www.kearcorp.com

AZROC: A-231544



KEAR Civil Corporation

22555 N 20th Ave., Phoenix, AZ 85027 | Ph 623-742-2329
 AZ ROC License 231544 A; 231545 B-1 | www.kearcorp.com

REVISED PROPOSAL

Project: Juniper Trail Sewer Extension Date: 6/16/22
 Location: Sedona, AZ Proposal #: 22-0027

To: City of Sedona Contact: Roxanne Holland
 Address: 102 Roadrunner Dr Phone: 928-204-7111
Sedona, AZ 86336 email: rholland@sedonaaz.gov

Plans by: Shephard Wesnitzer Inc
consisting of 3 pages
Dated 4-25-2022

Specifications: RFI responses 6-13-2022
None

Soils Rpt By: N/A

ITEM	Description	Quantity	Unit	Unit Price	Total
1	Mobilize(KEAR, Subs & Shoring) and Pothole	1	LS	\$ 15,600.00	\$ 15,600.00
2	Install SS Mainline & Laterals (2ea)	1	LS	\$ 84,500.00	\$ 84,500.00
3	Install 48" MH & Tie Ins	1	LS	\$ 36,280.00	\$ 36,280.00
4	Subgrade, Paving, & Adjustments	1	LS	\$ 31,670.00	\$ 31,670.00
5	Sewer Line Testing	1	LS	\$ 1,911.00	\$ 1,911.00
6					
7	Manhole Coating-ALTERNATE Not in total	2	ea	\$ 14,950.00	\$ 29,900.00

Bond Included @ 1%
 Tax Included

Total: \$169,961.00

SCOPE & CLARIFICATIONS: SEE ATTACHED FOR ADDITIONAL INFORMATION-- This terms and conditions of this proposal shall be incorporated into any subsequent agreement. Payment for stored materials is a requirement for contract. Acceptance of all items is required for pricing validity.

EXCLUSIONS: SEE ATTACHED FOR ADDITIONAL INFORMATION

ACCEPTANCE

KEAR Civil Corporation

Matt Smith 6/16/2022 _____
 Date Date

Bid Clarifications

- 1) Our proposal does not include any cost escalation factors. It is expressly understood that pricing for pipe, asphalt, and concrete, are unstable and volatile, and manufacturers and vendors are experiencing unprecedented shortages and delays in the submittals, fabrication and delivery of their products. The Contractor reserves the right to submit for additional costs and time for these items, when submitted with appropriate documentation of pricing at or prior to bid time, and subsequent changes in costs at the time of delivery, from vendors and/or manufacturers.
- 2) We have assumed that no “extra protection” will be required for the sewer, water, gas, and culvert line crossings.
- 3) As line installation progresses trench will be backfilled to match existing asphalt grade. The ABC surface will remain in place until the entire run is ready for paving.
- 4) Pricing is based on assumption that work will be awarded and executed in 1 mobilization.
- 5) Service laterals will be capped at end. We have not included any removal or replacement of landscaping, curb/gutter, driveways or other items for the lateral installation. Backfill and pavement replacement for laterals will be the same as required for the mainline.
- 6) We have assumed that the existing line near SR 179 is empty and/or not in service.
- 7) Owner to provide CAD base files for survey and layout.
- 8) Potholing, relocation, or adjustment of utilities not shown on the drawings is not included.
- 9) Permits & miscellaneous fees are not included but if required KEAR will assist in obtaining them. KEAR specifically has not included building permit, fire or City permits of any type.
- 10) Existing surfaces and coatings are assumed to be free of lead, asbestos, and any other hazardous material. No testing or abatement is included.
- 11) We have assumed that if any removal or modification to the existing waterline is required that this work would be completed by others (Arizona Water) and completed within an 8 hour shift without delay to the project.
- 12) Pricing is based on 5-day 40 hour work week. We have included KEAR’s standard wages.
- 13) Tax & P&P bond costs are included.

Bid Exclusions

Permits, builders risk insurance, overtime, night work, As-Builts other than redlined contract documents, seeding, snow removal, existing concrete R&R, SWPP/NOI, NACE inspection or any other special inspections, street sweeping, unsuitable material handling/disposal, utility relocations, franchise utility relocations, shoring of existing utilities, structures & slabs, vertical realignments, dewatering, contaminated or hazardous material testing/remediation/sampling/handling/disposal, engineering & seismic restraint calculations, construction water costs.



Connect to existing 8" gravity main

8" dry line





**CITY COUNCIL
AGENDA BILL**

**AB 2842
July 12, 2022
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Approval of the Small Grant Evaluation Citizen Work Group recommendations for Fiscal Year 2023 Small Grants Program in the amount of \$200,000.

Department City Manager’s Office
Time to Present N/A
Total Time for Item
Other Council Meetings May 18 &19, 2022 Budget Work Session
Exhibits A. Small Grant Review Committee Recommendations
(Copies of the complete grant applications are available in the City Clerk’s office for review and are not included due to size.)

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required	
		\$	200,000
City Manager’s Recommendation	Approve the Grant Evaluation Work Group Fiscal Year 2023 recommendations in the total amount of \$200,000.	Amount Budgeted	
		\$	200,000 (FY23 revised proposed budget)
		Account No. (Description)	10-5245-01-6720 (Community Service Contracts)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City of Sedona created a small grants program to encourage and fund programs, activities, or events developed by 501(c) organizations that provide a public service or benefit and are consistent with the City’s funding priorities. Programs, activities, or events may be funded if they contribute to the well-being and prosperity of the City and its residents. The purpose of this agenda item is to approve the distribution of the FY2023 grant awards.

During the FY2023 budget work sessions, City Council recommended a budget of \$200,000 for the small grants program.

FY2023 Grant Timeline:

- February 10, 2022, Grant applications available
- March 16, 2022, Optional Applicant Workshop
- April 28, 2022, Grant applications due by 12:00 p.m. (noon)

- June 8-9, 2022, Citizen Evaluation Work Group met with applicants, reviewed and scored applications and formulated funding recommendations to City Council
- July 2022 City Council approves funding awards

The City received 30 grant applications totaling \$388,573 for FY2023.

As is done annually, a citizen work group came together to review and make recommendations regarding funding of the FY2023 grant applications.

The citizen participants are as follows:

- Stephanie Giesbrecht – Chair and Program Facilitator
- Bill Cammock, Resident
- Dean Gain, Resident
- Christine Siddoway, Resident
- Patty Reski, Resident
- Curt Kommer, Resident

Executive Assistant Teresah Arthur served as City staff support to the group.

Work Group Chair and Program Facilitator Stephanie Giesbrecht together with the other work group volunteers further vetted each grant application for completeness and program compliance. The group interviewed representatives from each of the 30 applicant organizations over two days. At the conclusion of the interviews they deliberated and formulated funding recommendations. The meetings and deliberations were audio recorded and can be found here: [Meetings - Live webcast video & audio | City of Sedona \(sedonaaz.gov\)](https://www.sedonaaz.gov/committees) under the Committees tab (June 8 & 9).

Exhibit A was prepared by Chair and Program Facilitator Stephanie Giesbrecht. This exhibit provides a synopsis of each grant application, the work group’s funding recommendations, and applicable summaries of the discussion and deliberation by the Committee. The funding recommendations are as follows:

FY2023 City of Sedona Small Grant Review Committee Recommendations		
Organization	Requested	Recommended
Amitabha Stupa and Peace Park	\$20,000	\$12,000
Benefactors of Red Rock State Park	\$2,500	\$2,500
Cancer Support Community Arizona	\$12,000	\$3,000
Chamber Music Sedona	\$20,000	\$12,000
Emerson Theater Collaborative	\$20,000	\$10,000
Flagstaff Medical Center	\$19,450	\$9,725
Gardens for Humanity	\$8,000	\$5,500
Keep Sedona Beautiful	\$10,000	\$10,000
Manzanita Outreach	\$11,000	\$8,000
Parangelo Players	\$13,933	\$8,000
Piano On the Rocks International Festival	\$13,500	\$6,750
Red Rocks Music Festival	\$12,500	\$8,235
Sedona Area Homeless Alliance	\$20,000	\$5,000
Sedona Area Veterans’ and Community Outreach	\$3,000	\$1,800
Sedona Arts Center	\$30,000	\$15,000

Sedona Arts Festival	\$10,000	\$10,000
Sedona Chamber Ballet	\$15,000	\$7,500
Sedona Community Food Bank	\$4,490	\$4,490
Sedona International Film Festival	\$28,500	\$14,250
Sedona School Mountain Biking Club	\$10,000	\$3,000
Sedona Visual Arts Coalition	\$7,500	\$5,000
Sounds of Autism, Inc.	\$13,200	\$0
Steps to Recovery Homes	\$25,000	\$3,000
The Arts Academy of Sedona	\$5,000	\$2,500
The Hummingbird Society	\$12,000	\$4,000
Verde Search and Rescue Posse, Inc.	\$7,500	\$7,500
Verde Valley Cyclists' Coalition	\$4,000	\$2,000
Verde Valley Imagination Library	\$3,500	\$3,500
Verde Valley Wheel FUN	\$7,500	\$3,750
Yavapai Big Brothers Big Sisters	\$12,000	\$12,000
Total	\$381,073	\$200,000

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Modify existing funding recommendations for the various applicants.

MOTION

I move to: approve the Small Grant Evaluation Citizen Work Group grant recommendations for Fiscal Year 2023 in the total amount of \$200,000 as itemized in agenda bill 2842 and Exhibit A.

COMMITTEE COMMENTS IN RED

	Organization	Requested	Recommended	Description
1	Amitabha Stupa and Peace Park	\$ 20,000	\$ 12,000	The Park is a place of spiritual refuge, pilgrimage, prayer and meditation for people of all faiths while caring for the natural environment as certified wildlife habitat by National Wildlife Federation. Approximately 60 Sedona residents per day access the Park out of 21,000+ annual visitors. Visitations are logged by trail camera and QR code-based survey.
In support of City's Leave No Trace program, City monies will partially fund the repair of significant environmental damage caused over the past several years by increasingly high volume of tourist foot traffic.				
2	Benefactors of Red Rock State Park	\$ 2,500	\$ 2,500	Monies will be used to construct permanent seating in the outdoor classroom used annually by 200 Sedona school children and 500 Sedona adults attending educational events at the park. Seating and shelter is also used by visitors to the park. Total project cost is \$4K.
Permanent seating for outdoor classroom. Extensive use of volunteer and local vendors/labor to keep costs down. Seating completes outdoor classroom project partially funded by City last cycle.				
3	Cancer Support Community Arizona	\$ 12,000	\$ 3,000	Cancer Support Community Arizona offers free-of-charge, year-round psychosocial programming to Sedona residents impacted by cancer. Offering support groups, healthy lifestyles workshops, education, social connections, resources, referrals, and new wigs CSCA builds community around those impacted by any cancer in cooperation with NAH oncology practices.
NAH no longer offers this type of support in our community however, still serves an extensive panel of cancer patients sufficient to keep 3 medical oncologists and a radiation oncology practice busy. HIPAA regulations make it difficult to determine the exact number of actual Sedona residents served. The overall cost of this level of support program is in the 6-figures. The committee is comfortable that City contribution to the program is within the boundaries of serving Sedona residents dealing with cancer issues at a reasonable cost.				
4	Chamber Music Sedona	\$ 20,000	\$ 12,000	In addition to the quality of life benefits CMS provides to Sedona, funding from the City this year will specifically partially provide a "Concert for Youth" to Sedona students, music teacher stipends in accordance with Superintendent Dierden's "whole child" learning vision, partially fund free music appreciation sessions at Sedona Public Library and a film series at SIFF.
Sedona schools have come to depend on CMS to provide music exposure and instruction.				
5	Emerson Theater Collaborative	\$ 20,000	\$ 10,000	The Emerson Theater Collaborative seeks funding to support its timely seasonal programming, which includes Sell Me: I am from North Korea, Excavating: The Rising Star, the Great Gatsby and A House With No Walls. ETC is honored again to partner with the Toys for Tots organization, No Moss Brands, Gigi Rock Productions and Sedona International City of Peace.
The Committee continues to be impressed by the consistent growth in organizational strength, community collaboration, focus on mission sustainability and attendance support by Sedona residents.				
6	Flagstaff Medical Center	\$ 19,450	\$ 9,725	Point-of-care blood analysis system permitting nearly instantaneous remote clinical assessment. The arriving medical team could immediately determine best choice for administering potentially life saving intervention such as intravenous infusion or proper ventilator setting, heart attack assessment and identification of suspect sepsis. Strong support from both review panel physicians.
2 review committee members are physicians who highly endorse the funding of this piece of equipment. The committee further recommends the funding be contingent on this system being staged at Verde Valley Medical Center to ensure its use will be targeted to serve Sedona residents. Last year NAH served 650-700 patients through VVMC who could have benefited from this piece of equipment. It is impossible to isolate the specific number of Sedona residents due to HIPAA laws but, as VVMC is the only medical facility serving our community and, given Sedona's resident demographics, the benefit to Sedona residents likely justifies funding.				
7	Gardens for Humanity	\$ 8,000	\$ 5,500	Gardens for Humanity's focus this year is on rebuilding the learning gardens at West Sedona School and RRHS which fell into ruin during the pandemic. The interactive garden development provides STEM and social skills education. Garden activities take place as after school programming which provide day care opportunities for families working in Sedona.
Gardens for Humanity beneficially serves Sedona student populations in collaboration with teachers and administration by providing supplementary and gap learning opportunities.				
8	Keep Sedona Beautiful	\$ 10,000	\$ 10,000	Replace grandfathered legal non-compliant outdoor business lighting per tactic A4.5, from City-approved Sedona Sustainable Tourism plan encouraging businesses to comply with lighting requirements to maintain City's Dark Sky designation via incentives and grant funding. Committee recommends and City staff encourages KSB to strongly suggest target businesses contribute matching funds to replacement costs as part of the programming.
No additional Committee comment				
9	Manzanita Outreach	\$ 11,000	\$ 8,000	Funding for this program will allow Manzanita Outreach to continue supply of snack packs and essential school supplies for teachers at West Sedona School, RRHS and Sedona Charter School. Prior to Manzanita Outreach program, teachers would personally fund these items to the best of their ability.
The Committee is impressed with this organization's superior attention to actual needs assessment and program distribution processes which ensure funded items meet actual needs as opposed to assumed needs.				

10	Parangelo Players	\$ 13,933	\$ 8,000	Superintendent-approved after-school student programs geared toward building confidence, self esteem and group interactions. Program was specifically requested by Wildcat Extended Day Program.	
This program has earned respect from school administration which lead to its requested expansion to additional schools.					
11	Piano On the Rocks International Festival	\$ 13,500	\$ 6,750	Funds will support top artist piano presentations to Sedona in collaboration with Sedona Public Library thereby reaching broader audience than in past seasons.	
No additional Committee comment					
12	Red Rocks Music Festival	\$ 12,500	\$ 8,235	In support of high-quality music festival and interactive school music programs.	
No additional Committee comment					
13	Sedona Area Homeless Alliance	\$ 20,000	\$ 5,000	Fund to retrofit van which provides mobile outreach to local homeless population. Van will be designed to carry food, basic clothing and supplies.	
No additional Committee comment					
14	Sedona Area Veterans' and Community Outreach	\$ 3,000	\$ 1,800	Funds to support Memorial Day veteran recognition program and additional day of recognition for Vietnam vets. Programs to be held at Jameson Military Park. These two programs complement Sedona Historical Society Veterans' Day recognition event.	
Formerly Marine Corps League. Organization rebranded to include all branches of military service. Committee did request organization to consider including recognition of veterans from all foreign wars in its Vietnam day of recognition. Organization representative indicated he would mention this request for consideration by organization event planners.					
15	Sedona Arts Center	\$ 30,000	\$ 15,000	Continuation of Celebrate Sedona events for Sedona residents based on previous year's success.	
No additional Committee comment					
16	Sedona Arts Festival	\$ 10,000	\$ 10,000	Needs-based core Sedona event. Full funding required to hold event.	
Festival expects full complement of juried artists.					
17	Sedona Chamber Ballet	\$ 15,000	\$ 7,500	Funding to support creation of 7-minute film using AZ and Sedona talent and showcasing Sedona vistas increasing opportunities for Sedona's performing arts in accordance with the Sedona Community Plan which identifies the need to elevate Sedona to an international destination for arts education and engagement. This film will be shared locally and globally.	
Sedona Chamber Ballet has an unblemished record of providing only the highest quality of professional performance and product.					
18	Sedona Community Food Bank	\$ 4,490	\$ 4,490	Funding for purchase of commercial refrigerator and shelving for client-based shopping experience. Supervised self-service design will prevent waste and improve client experience.	
No additional Committee comment					
19	Sedona International Film Festival and Workshop	\$ 28,500	\$ 14,250	Series of Sedona-centric content free of charge for Sedona residents only. Proof of residency required.	
No additional Committee comment					
20	Sedona School Mountain Biking Club	\$ 10,000	\$ 3,000	Funds will support continuance of this successful youth development program centered around team biking, camping participative experience	
No additional Committee comment					
21	Sedona Visual Arts Coalition	\$ 7,500	\$ 5,000	Organization continues to deliver superior metric analysis on its Open Studios Program. Organization is pulling back to one event to maximize judicious use of funds post pandemic.	
Open studios tour has become another anticipated signature annual community offering					
22	Sounds of Autism, Inc	\$ 13,200	\$ -	Program was to provide Sedona-tailored curriculum and programming for first responders (SFD and SPD). SFD does not feel prepared to introduce program at this time. The committee was in favor of funding this program for SPD until committee was informed during deliberations that SPD will be experiencing an imminent leadership change. Introduction of a new program should be vetted with and approved by new leadership.	
Committee hopes this organization reapplies with SPD leadership next cycle.					
23	Steps to Recovery Homes	\$ 25,000	\$ 3,000	Organization moving to revised service delivery model. Committee recognizes organization's past success but, wishes to observe how effective new service model will be in meeting needs of Sedona target population prior to committing additional funding.	
Steps to Recovery Homes receives good press for its work. Perhaps due to its proposed changes, organization was not able to clearly answer questions as to how the new clinic model, based in Cottonwood, would specifically benefit Sedona clients. Last year's funding was to be used for a Sedona specific "career" counselor. The counselor was not forthcoming so, funding was redirected to the Exec Director and an assistant to fill that position. It was unclear from questioning as to the specific results delivered from the redirection of those funds.					
24	The Arts Academy of Sedona	\$ 5,000	\$ 2,500	Funds will support cultural experiential learning opportunities. Events will offer Friday night movies, cultural showcases featuring global art, food, dance and music. Annual Sedona attendance for this offering is estimated at 200 this coming year.	
The Arts Academy of Sedona is founded by Camilla Ross of Emerson Theatre Collaboration but is however, a separate 501c3 with its own mission and board of directors. The AAS events have operated successfully for the past 2 years and request funding to continue and expand their efforts to bring multi-genre participative arts to our community.					
25	The Hummingbird Society	\$ 12,000	\$ 4,000	Funds will support educational and experiential elements of Hummingbird Festival Marketplace free to the public.	
The Hummingbird Festival has become a popular Sedona annual event drawing participants from the entire globe.					

26	Verde Search and Rescue Posse, Inc.	\$ 7,500	\$ 7,500	Funding will purchase a thermal imaging drone to locate heat signature from the air - state of the art technology with variable heat signature settings for all-weather location with mobile battery charging capability for immediate response capability	
<p>The Posse has vetted this model of drone by successfully using a Posse member's personal drone over this past year to effect a number of well-documented rescues in and around Sedona-proper. The most recent, within the last couple of weeks, was a female hiker stranded on Bear Mountain without resources. The drone located her by her heat-signature and led the rescue team to her directly. One of the drone's unique and most useful features is to track victims when they move which, according to rescuers, they do more often than not, even when they are specifically instructed to stay stationary.</p>					
27	Verde Valley Cyclists' Coalition	\$ 4,000	\$ 2,000	Partial funding for essential equipment and uniform shirts for well-trained, high quality trail patrol.	
<p>VVCC is one of Sedona's all volunteer trail support organizations which help assume pressures which otherwise fall onto City resources.</p>					
28	Verde Valley Imagination Library	\$ 3,500	\$ 3,500	The VVIL is the local affiliate that funds, promotes, and manages Dolly Parton's book gifting program for children birth to age five living in the Verde Valley. The program ensures that every Verde Valley child can have books in their home, regardless of their family's income. Enrolled children receive a free, age-appropriate book every month mailed to their home.	
<p>No additional Committee comment</p>					
29	Verde Valley Wheel FUN	\$ 7,500	\$ 3,750	Funds will assist with the hiring of a certified instructor for junior high students at RRHS. This is an after-school program being successfully continued at the RRHS junior high.	
<p>This program runs successfully throughout the Verde Valley Schools providing an on-campus sports activity using bicycle riding to promote youth development with no barriers to entry on a first-come, first-served basis. This program continued to operate through the school COVID shutdowns at the request of school staff who consider the program important to the participating students.</p>					
30	Yavapai Big Brothers and Big Sisters	\$ 12,000	\$ 12,000	YBBBS is extending support to Littles up to 24 years of age. Funds will assist with staff salaries and creating of Sedona-specific support curriculum and materials for new target population.	
<p>No additional Committee comment</p>					
		\$ 381,073	\$ 200,000		



**CITY COUNCIL
AGENDA BILL**

**AB 2809
July 12, 2022
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Public hearing/discussion/possible action regarding approval of the Tentative City Budget for Fiscal Year 2022-2023.

Department	Financial Services
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	Council Retreat January 4-6, 2022; Financial Update January 25, 2022; Budget Work Sessions May 18-19, 2022
Exhibits	A. FY 2022-23 Tentative Budget Summary B. FY 2022-23 Tentative Official Budget Forms C. FYs 2023-2032 Capital Improvement Plan D. Summary of Changes from Proposed to Tentative Budget E. Summary of Budget Changes from FY22 Adopted to FY23 Tentative F. PowerPoint Presentation

City Attorney Approval	Reviewed 06/07/22 KWC	Expenditure Required	\$ Based on past history, expenditures will be within budget amounts and likely be less
	City Manager's Recommendation	Approve the Tentative Budget for FY 2022-23 and thereby set the expenditure limit for the budget at \$105,745,040.	Amount Budgeted
Account No. (Description)			All budget accounts included
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The purpose of this item is to hold a public hearing on the Tentative Budget for Fiscal Year (FY) 2022-23, and to request City Council approval of the Tentative Budget, which sets the expenditure limit for FY 2022-23.

The previous and remaining Council meetings for the FY 2023 budget process are as follows:

FY 2023 BUDGET PROCESS COUNCIL MEETINGS

	Dates
Retreat	January 4-6, 2022
Financial Update	January 25, 2022
Work Sessions	May 18-19, 2022
Tentative City Budget Adoption	July 12, 2022
Final City Budget Adoption	August 9, 2022

Explanation of Budget Process

Council Retreat

The Council Retreat was the kickoff for the annual budget process with Council. Information discussed during the Retreat provided direction to staff for areas to be addressed during budget development.

Financial Update

The Financial Update was the opportunity to review the current financial status, long-range forecasts, and expected forecasts with Council.

Budget Work Sessions

In the Budget Work Sessions, the Council reviewed the proposed budget. Prior to the Work Sessions, departments prepared their budget requests and presented them in review meetings with the City Manager. The proposed budget represented the City Manager's recommendations as a result of the discussions in the review meetings.

The Work Sessions encompassed 2 days of presentations and Council discussions. The presentation included:

- Community budget survey results
- Overall total budget summaries and strategic issues
- Budget summaries by fund
- Capital Improvements Plan
- Summary of individual department budget requests
- Impacts to long-range forecasts based on the budget as proposed and Council directed changes

When additional information was needed, department heads were asked to join the meeting to answer questions.

The Work Sessions were the opportunity for Council to provide direction to staff regarding:

- Any changes to be incorporated for the budget adoption process
- Any changes to the services/programs provided to citizens or the level of service

Tentative Budget Adoption

This Tentative Budget adoption occurs at a regular meeting. A presentation will include discussion of summary budget information and a recap of the changes directed by Council in the Budget Work Sessions, as well as additional changes identified by staff.

At this point in the budget process, additional changes to the Tentative Budget are few, if any. Following the presentation, a public hearing will be held. Once the Council adopts the Tentative

Budget, the total budget amount establishes the maximum expenditure for the final budget adoption.

Final Budget Adoption

The Final Budget adoption will occur at a special meeting. A presentation will include discussion of summary budget information. At this point in the budget process, additional changes to the Final Budget are extremely rare. After the maximum expenditure has been set in the Tentative Budget adoption, any changes can only reduce budget amounts or move amounts between funds or departments. Following the presentation, a public hearing will be held.

FY 2022-23 Tentative Budget

The total budget, after adjustments made, is \$105,745,040. This is comprised of an operating budget of \$49,959,990 and a capital improvements budget of \$55,785,050.

The operating budget represents a \$7.1 million or 17% increase from FY 2022. The most significant increases are increases in debt service for Sedona in Motion (SIM) projects and a placeholder for possible debt related to real estate/land acquisition of \$2.2 million, \$1.7 million for continued implementation of the transit system, and an additional one-time contribution toward the Public Safety Personnel Retirement System (PSPRS) unfunded liability of \$1.0 million. Other significant increases include \$0.9 million for personnel costs for pay adjustments, salary study adjustments, and change in insurance and pension rates; \$0.5 million for increase in indirect cost allocations (allocations result in double counting of expenditures, not an increase in payments to employees or vendors); \$0.3 million for possible grant awards and grant writing; \$0.3 million for expansion of the sustainability program; and \$0.3 million for evacuation planning and modeling.

The capital improvements budget represents a \$35.9 million or 181% increase from FY 2022. The most significant increases are \$13.0 million for traffic improvements, \$18.2 million for acquisition of land for the strategic protection of the City's future development, and \$4.3 million for wastewater system infrastructure needs.

Additional information regarding the budget changes from FY 2022 to FY 2023 are included in Exhibit E.

The FY 2023 tentative budget is balanced with available surpluses exceeding reserve requirements, including an estimated General Fund surplus of \$24.0 million¹ and an estimated Wastewater Fund surplus of \$8.2 million.²

¹ Allocation of the actual FY 2022 General Fund surplus to advance Council priorities will be determined during the FY 2024 budget process, and allocation of the actual FY 2023 General Fund surplus to advance Council priorities will be determined during the FY 2025 budget process.

² During discussions regarding the wastewater rate study, the intention has been to use the surpluses to delay the need for future rate increases. Ongoing increases in capital improvement and other operational costs will have an impact on the timing of future rate increases and will be further reviewed during FY 2023.

(In Thousands)

	FY2023 Tentative Budget	FY2022 Adopted Budget	% Change
Operating Budget	\$ 49,960	\$42,817	17%
Capital Improvements Budget	55,785	19,875	181%
Subtotal Expenditure Budget	105,745	62,693	69%
Debt Refunding Budget	-	9,000	-100
Total Expenditures & Other Financing Uses	\$105,745	\$71,693	47%

The FY 2023 expenditure budget by fund is as follows:

(In Thousands)

Fund	FY2023 Tentative Budget	FY2022 Adopted Budget	% Change
General Fund	\$ 28,331	\$23,379	21%
Streets Fund	2,301	2,077	11%
Affordable Housing Fund	1,402	2,657	-47%
Grants and Donations Funds	2,384	2,218	7%
Transportation Sales Tax Fund	526	116	354%
Capital Improvements Fund	41,294	11,274	266%
Development Impact Fee Funds	5,372	3,132	72%
Art in Public Places Fund	361	136	165%
Public Transit Fund	4,040	3,060	32%
Wastewater Fund	17,636	12,789	38%
Information Technology Fund	2,100	1,854	13%
Total	\$105,745	\$62,693	69%

The Official Budget Forms required by the Auditor General's Office for formal budget adoption are included in Exhibit B. The adjustments to the original Proposed Budget presented to the Council during the work sessions on May 18th and 19th, are set forth in Exhibit D.

The City of Sedona's Tentative Annual Budget includes funding to respond to City Council priorities as well as other issues that were identified at the January 2022 Council Retreat and at subsequent public meetings.

The recommended budget does not include any new taxes.

The budget requests in the FY 2023 Tentative Budget, as discussed and reviewed during the City Council work sessions, include:

- Salary and benefit increases:
 - The tentative budget includes pay adjustments and salary study adjustments averaging 5.2%. Each year, we typically use the December Western Region CPI to adjust the pay scale. For December 2021, the CPI was 7.1%. The adjustment to the pay scale has been capped at 5%. There were very significant changes from the salary study with 44 positions moving one to two ranges, and a separate Police

Department pay scale not tied to the overall City pay scale was created. In addition, all employees were shifted to a July 1 evaluation date, and a review was conducted of where everyone is within their range and how they compare to others within the same range. High performers were bumped up if it seemed they were too low in the range compared to others.

- The estimated vacancy savings offset was increased from approximated \$240,000 to \$500,000.
- Medical insurance rates increased approximately 6%.
- The Arizona State Retirement System (ASRS) rates decreased from 12.41% of wages to 12.17%.
- While the Public Safety Personnel Retirement System (PSPRS) minimum contribution rates changed from 37.07% of wages to 34.47%, the level-funding approach is continued in the FY 2023 Proposed Budget. The level-funding has been increased from \$1.0 million to \$1.1 million. In addition, the budget includes an additional one-time contribution of \$1.0 million, plus use of Prop 207 funding to supplement the payment toward the PSPRS unfunded liability.
- Staffing changes:
 - Ten full-time positions were added:
 - A Webmaster position was added to the City Manager's Office to centralize the management of website maintenance and development.
 - A Short-Term Rental Specialist position was added to the City Manager's Office to coordinate all City processes related to monitoring the Short-Term Rental program.
 - A Housing Coordinator position was added to the City Manager's Office to support the Housing Manager and the initiatives of the Housing program.
 - A Budget & Financial Analyst position was added to the Financial Services Department to address staffing gaps in expanded City service levels and improve succession planning.
 - A Grants Analyst position was added and split between the Public Works and Public Transit Departments to better pursue potential grant opportunities and manage the significant grant compliance requirements.
 - A Custodial Maintenance Worker position was added to the Public Works Department to address staffing shortages for increased service needs.
 - A Communications Specialist position was added to the Police Department to address increased demands for dispatch needs.
 - A Wastewater Inspector position was added to the Wastewater Department to increase capacity to cover the needs of the grease trap inspection program, as well as other wastewater operational and capital project inspection needs.
 - A Preventative Maintenance Technician position was added to the Wastewater Department to assist and apprentice with the Mechanic/Electrician position.
 - An IT Help Desk/Systems Engineer position was added to the Information Technology Department to address staffing shortages for increased service needs.
 - A temporary 6-month overlap of the retiring Building Inspector with the incoming Building Inspector was included on the Community Development Department to assist with the training and transition of the position.
 - Hours were increased for the part-time Traffic Control Assistant positions to

- address increased needs during times of higher tourism.
- Four temporary positions were added:
 - A temporary position was added to the Financial Services Department to assist with the workload backlogs and training of the incoming Revenue Supervisor as a result of the retirement of the former Revenue Supervisor.
 - A temporary position was added to the City Clerk's Office to assist with the training of the incoming City Clerk as a result of the retirement of the former City Clerk.
 - A temporary position was added to the Community Development Department to assist with the mandatory update to the Community Plan.
 - A temporary position was added to the Municipal Court to assist with the workload backlogs.
 - Other operating budget changes:
 - A decrease to the Sedona Chamber of Commerce & Tourism Bureau (SCC&TB) contract of \$430,000 was included.
 - An increase for continued implementation of the transit system of \$1.7 million was included. This reflects a full year of trailhead shuttle costs, implementation of the micro-transit service, and potential expansion of the trailhead shuttle program if funding from Coconino County is awarded.
 - An increase of \$2.2 million for bonds issued for SIM projects and a placeholder for possible debt related to real estate/land acquisition.
 - Evacuation modeling and planning costs were included at \$250,000.
 - The Sustainability program was expanded for an increase of approximately \$269,000.
 - A decrease in affordable housing expenditures and contingencies of \$1.3 million was included; however, the service levels are not planned to decrease since loan programs are balance sheet items, not expenditures.
 - Community service contracts were increased by the December Western Region CPI of 7.1%, and a contract was added for the Sedona Historical Society of \$100,000.
 - The contingency for possible grant awards was increased by \$200,000.
 - An increase in indirect cost allocations of approximately \$532,000 was included. Indirect cost allocations result in a double counting of expenditures, not an increase in payments to employees or vendors.
 - Capital improvement budget changes:
 - An increase for traffic improvements of \$13.0 million was included. The most significant projects include the Uptown parking garage, the Forest Road extension, and the pedestrian crossing at Oak Creek.
 - An increase of \$18.2 million was included for acquisition of real estate and/or land for strategic protection of the City's future development.
 - An increase for wastewater capital infrastructure needs of \$4.3 million was included. The most significant project was the major lift station upgrades.

The Tentative Budget sets the spending cap for the combined FY 2023 expenditures at \$105,745,040. Once the Tentative Budget is approved, changes may only be made within the total amount or to reduce the total amount – no increase to the total budget can be made.

The final budget is scheduled for public hearing and final approval at a required special meeting on August 9, 2022.

The Community Facilities District (CFD) budgets associated with capital improvements benefiting those Districts are a separate process. The CFD Board meetings are scheduled for July 12, 2022 for tentative budget adoption and August 9, 2022 for final budget adoption.

Public Notice

Arizona Revised Statutes requires a summary of the adopted tentative budget be published once a week for two consecutive weeks. If adopted, the summary included as Exhibit A and the "Schedule A" of the Official Budget Forms will be published in the Sedona Red Rock News, along with a notice of public hearing for the final budget adoption. In addition, hard copies of the adopted tentative budget will be available at the Sedona Public Library and the City Clerk's Office.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could elect to make changes to line items and/or increase or decrease the budget cap. After the cap is set, it cannot be increased; however, changes within the approved total cap can be made.

MOTION

I move to: approve the Tentative Budget for FY 2022-23 and thereby set the expenditure limit for the budget at \$105,745,040.

Exhibit A
City of Sedona
FY 2022-23 Tentative Budget - Consolidated Financial Schedule

Fund/Department	Beginning Fund Balances	Revenues						Other Financing Sources (Uses)				Ending Fund Balances	
		Taxes	Contingent Revenues	In-Lieu Fees	Intergovernmental	Charges for Services	Other Revenues	Total Revenues	Transfers In	Transfer Out	Debt Issuance		Expenditures
General Fund													
General Revenues		\$42,449,900		\$539,400	\$3,953,700		\$331,870	\$47,274,870		(\$21,074,200)			
General Government					\$115,000	\$324,030	\$655,780	\$1,094,810				\$3,976,120	
Public Safety					\$26,000	\$545,300	\$92,140	\$663,440				\$11,021,240	
Public Works & Streets							\$5,000	\$5,000				\$2,840,180	
Health & Welfare					\$9,950			\$9,950				\$1,834,290	
Public Transportation								\$0				\$65,220	
Culture & Recreation						\$115,530	\$93,050	\$208,580				\$3,327,420	
Economic Development								\$0				\$2,058,630	
Debt Service								\$0				\$2,657,590	
Contingencies								\$0				\$550,000	
Total General Fund	\$36,341,046	\$42,449,900	\$0	\$539,400	\$4,104,650	\$984,860	\$1,177,840	\$49,256,650	\$0	(\$21,074,200)	\$0	\$28,330,690	\$36,192,806
Special Revenue Funds													
Streets Fund	\$908,289				\$1,293,000		\$22,400	\$1,315,400	\$438,330			\$2,301,090	\$360,929
Affordable Housing Fund	\$4,667,041				\$60,000		\$26,500	\$86,500	\$1,250,000			\$1,401,790	\$4,601,751
Grants & Donations Funds	\$2,136,798		\$500,000		\$1,867,080	\$200	\$57,400	\$2,424,680		(\$1,914,000)		\$2,383,630	\$263,848
Transportation Sales Tax Fund	\$6,283,941	\$5,210,000					\$83,400	\$5,293,400		(\$11,000,170)		\$525,680	\$51,491
Total Special Revenue Funds	\$13,996,069	\$5,210,000	\$500,000	\$0	\$3,220,080	\$200	\$189,700	\$9,119,980	\$1,688,330	(\$12,914,170)	\$0	\$6,612,190	\$5,278,019
Capital Projects Funds													
Capital Improvements Fund	\$29,344,360				\$300,000		\$130,800	\$430,800	\$18,845,840	(\$16,750)	\$10,000,000	\$41,293,700	\$17,310,550
Development Impact Fees Funds	\$5,353,190						\$613,740	\$613,740				\$5,371,910	\$595,020
Art in Public Places Fund ⁽¹⁾	\$257,557						\$1,900	\$1,900	\$16,750			\$360,650	(\$84,443)
Total Capital Projects Funds	\$34,955,107	\$0	\$0	\$0	\$300,000	\$0	\$746,440	\$1,046,440	\$18,862,590	(\$16,750)	\$10,000,000	\$47,026,260	\$17,821,127
Enterprise Funds													
Public Transit Fund													
Administration					\$48,200			\$48,200	\$5,124,890			\$173,090	
Operations & Capital Projects Management					\$120,800	\$85,750		\$206,550	\$2,097,420			\$2,303,970	
Departmental Allocations								\$0	\$205,780			\$205,780	
Capital Projects					\$488,740			\$488,740	\$868,160			\$1,356,900	
Total Public Transit Fund	\$0	\$0	\$0	\$0	\$657,740	\$85,750	\$0	\$743,490	\$8,296,250	\$0	\$0	\$4,039,740	\$5,000,000
Wastewater Fund													
Administration						\$6,248,050	\$1,919,140	\$8,167,190	\$3,200,000			\$223,860	
Operations & Capital Projects Management								\$0				\$3,239,420	
Departmental Allocations								\$0				\$2,051,300	
Capital Projects								\$0	\$1,914,000			\$7,480,000	
Debt Service								\$0				\$4,541,410	
Contingencies								\$0				\$100,000	
Total Wastewater Fund	\$17,201,649	\$0	\$0	\$0	\$0	\$6,248,050	\$1,919,140	\$8,167,190	\$5,114,000	\$0	\$0	\$17,635,990	\$12,846,849
Total Enterprise Funds	\$17,201,649	\$0	\$0	\$0	\$657,740	\$6,333,800	\$1,919,140	\$8,910,680	\$13,410,250	\$0	\$0	\$21,675,730	\$17,846,849
Internal Service Fund													
Information Technology Fund	\$1,162,866					\$2,249,590	\$8,800	\$2,258,390	\$43,950			\$2,100,170	\$1,365,036
Total Internal Service Fund	\$1,162,866	\$0	\$0	\$0	\$0	\$2,249,590	\$8,800	\$2,258,390	\$43,950	\$0	\$0	\$2,100,170	\$1,365,036
Total All Funds	\$103,656,737	\$47,659,900	\$500,000	\$539,400	\$8,282,470	\$9,568,450	\$4,041,920	\$70,592,140	\$34,005,120	(\$34,005,120)	\$10,000,000	\$105,745,040	\$78,503,837

Official Budget Forms

City of Sedona

Fiscal year 2023

City Council adoption of the Tentative Budget scheduled for July 12, 2022



Final budget adoption will occur on August 9, 2022 at 4:00 p.m.
in the City Council Chambers, 102 Roadrunner Drive, Sedona, Arizona 86336

The Budget may be reviewed at:
City's website www.sedonaz.gov
City of Sedona in the Clerk's Office, 102 Roadrunner Drive, Sedona, Arizona
City of Sedona Public Library, 3250 White Bear Road, Sedona Arizona

City of Sedona

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Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

City of Sedona
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2023

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds	
2022	Adopted/adjusted budgeted expenditures/expenses*	E 1	23,360,593	7,083,800	0	15,193,775	0	15,195,200	1,859,475	62,692,843
2022	Actual expenditures/expenses**	E 2	22,122,260	2,563,700	0	14,143,220	0	11,977,390	1,710,960	52,517,530
2023	Beginning fund balance/(deficit) or net position/(deficit) at July 1***	3	36,341,046	13,996,069	0	34,955,107	0	17,201,649	1,162,866	103,656,737
2023	Primary property tax levy	B 4	0							0
2023	Secondary property tax levy	B 5								0
2023	Estimated revenues other than property taxes	C 6	49,256,650	9,119,980	0	1,046,440	0	8,910,680	2,258,390	70,592,140
2023	Other financing sources	D 7	0	0	0	10,000,000	0	0	0	10,000,000
2023	Other financing (uses)	D 8	0	0	0	0	0	0	0	0
2023	Interfund transfers in	D 9	0	1,688,330	0	18,862,590	0	13,410,250	43,950	34,005,120
2023	Interfund Transfers (out)	D 10	21,074,200	12,914,170	0	16,750	0	0	0	34,005,120
2023	Line 11: Reduction for fund balance reserved for future budget year expenditures									
	Maintained for future debt retirement									0
	Maintained for future capital projects			51,491		17,821,127		1,535,000		19,407,618
	Maintained for future financial stability	11	7,622,421	300,000				1,640,487		9,562,908
	Reserve for loans		2,711,383	4,600,000						7,311,383
	Equipment replacement reserve		1,541,389	60,920				1,004,348	958,696	3,565,353
	Major maintenance reserve							468,176		468,176
2023	Total financial resources available	12	55,359,686	11,477,798	0	47,026,260	0	34,874,568	2,506,510	151,244,822
2023	Budgeted expenditures/expenses	E 13	28,330,690	6,612,190	0	47,026,260	0	21,675,730	2,100,170	105,745,040

Expenditure limitation comparison		2022	2023
1	Budgeted expenditures/expenses	\$ 71,692,843	\$ 105,745,040
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	71,692,843	105,745,040
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	\$ 71,692,843	\$ 105,745,040
6	EEC expenditure limitation	\$ 71,692,843	\$ 105,745,040

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- * Includes expenditure/expense adjustments approved in the current year from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Sedona
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
General Fund			
Local taxes			
City Sales Taxes	\$ 23,985,700	\$ 29,003,000	\$ 31,360,000
Bed Taxes	7,029,300	9,302,000	10,232,000
Franchise Fees	851,800	850,600	857,900
Licenses and permits			
Building Permit Fees	235,000	363,700	350,000
Business Licenses	54,000	54,190	54,000
Misc Community Development/Public Works	42,900	49,150	41,100
City Clerk	2,375	4,830	3,180
Intergovernmental			
State Shared Sales Taxes	1,163,600	1,387,000	1,439,000
State Urban Revenue Sharing	1,349,000	1,289,000	1,762,000
Federal Grants & Aid	6,300	7,000	100,000
State Grants, Aid, & Reimbursements	25,860	26,300	26,000
County-Vehicle License Taxes	775,900	775,300	752,700
County-IGA/Other	9,950	8,900	9,950
Other Govt	15,000	16,000	15,000
Charges for services			
Recreation Programs	33,000	39,000	60,000
Daily Swim Fees/Swimming Lessons/Water			
Aerobics/Aquatics Special Programs	18,040	20,530	23,080
Plan Review Fees	145,000	253,400	250,000
Misc. Community Development Fees	41,550	54,510	62,520
Misc. Parks and Recreation Fees	16,500	19,500	28,950
Paid Parking Fees	576,000	523,200	537,000
Misc. Police Fees	4,800	8,200	8,300
Other Misc. Charges for Services	11,720	16,010	15,010
Fines and forfeits			
Court Fines	179,900	203,000	207,000
STEP Administration Fees	3,600	5,150	5,100
Parking Fines	10,500	84,000	85,000
Misc. Fines	14,300	4,690	6,590
Interest on investments			
Interest Earnings	218,390	87,210	174,420
Tax Audits - Interest/Penalty	1,220	1,250	1,250
Miscellaneous			
In-lieu Fees	525,200	544,700	539,400
Parks & Recreation Rentals	39,300	90,700	93,000
AMRRP Dividends	165,100	165,100	155,700
Auction Revenues	21,300	69,700	
Other Misc. Revenues	1,050	56,120	1,500
Total General Fund	\$ 37,573,155	\$ 45,382,940	\$ 49,256,650

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Sedona
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Special revenue funds			
Streets Fund:			
HURF Revenues	\$ 1,024,000	\$ 1,293,000	\$ 1,293,000
Interest Earnings	7,890	11,200	22,400
	<u>\$ 1,031,890</u>	<u>\$ 1,304,200</u>	<u>\$ 1,315,400</u>
Affordable Housing Fund:			
Intergovernmental - Other IGA	\$ 69,550	\$ 45,200	\$ 60,000
Interest Earnings	23,630	13,250	26,500
	<u>\$ 93,180</u>	<u>\$ 58,450</u>	<u>\$ 86,500</u>
Grants, Donations, & Restricted Funds:			
Federal Grants & Aid	\$ 1,865,360	\$ 1,865,350	\$ 1,726,500
State Grants & Aid	30,400	174,730	140,580
Charges for Services	1,000	200	200
Fines & Forfeitures	23,800	31,350	31,350
Donations	16,800	35,750	21,450
Interest Earnings	1,270	2,300	4,600
Other Misc. Revenues		22,050	
Contingent Grants & Donations	300,000		500,000
	<u>\$ 2,238,630</u>	<u>\$ 2,131,730</u>	<u>\$ 2,424,680</u>
Transportation Sales Tax Fund:			
Transportation Sales Tax	\$ 3,985,700	\$ 4,817,000	\$ 5,210,000
Interest Earnings	23,880	41,700	83,400
	<u>\$ 4,009,580</u>	<u>\$ 4,858,700</u>	<u>\$ 5,293,400</u>
Total special revenue funds	<u>\$ 7,373,280</u>	<u>\$ 8,353,080</u>	<u>\$ 9,119,980</u>
Capital projects funds			
Capital Improvements Fund:			
Federal Grants & Aid	\$ 1,400,000	\$ 1,400,000	\$
State Grants & Aid	300,000	500,000	
County Flood Control	300,000	245,000	300,000
Contributions and Donations	100,000	95,700	
Interest Earnings	138,180	65,400	130,800
	<u>\$ 2,238,180</u>	<u>\$ 2,306,100</u>	<u>\$ 430,800</u>
Art in Public Places Fund:			
Contributions and Donations	\$	\$ 65,000	\$
Interest Earnings	690	950	1,900
	<u>\$ 690</u>	<u>\$ 65,950</u>	<u>\$ 1,900</u>
Development Impact Fees Funds:			
Development Impact Fees	\$ 506,760	\$ 465,390	\$ 578,260
Interest Earnings	37,260	17,740	35,480
	<u>\$ 544,020</u>	<u>\$ 483,130</u>	<u>\$ 613,740</u>
Total capital projects funds	<u>\$ 2,782,890</u>	<u>\$ 2,855,180</u>	<u>\$ 1,046,440</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Sedona
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Enterprise funds			
Public Transit Fund:			
<u>Federal Grants</u>	\$ 1,051,810	\$ 48,200	\$ 657,740
<u>Charges for Services</u>	50,550	500	85,750
	<u>\$ 1,102,360</u>	<u>\$ 48,700</u>	<u>\$ 743,490</u>
Wastewater Fund:			
<u>Charges for Services</u>	\$ 6,046,990	\$ 6,208,990	\$ 6,248,050
<u>Capacity Fees</u>	931,756	704,500	1,645,100
<u>Interest Earnings</u>	201,390	102,570	205,140
<u>Misc. Revenues</u>	58,750	52,650	68,900
	<u>\$ 7,238,886</u>	<u>\$ 7,068,710</u>	<u>\$ 8,167,190</u>
Internal service funds			
Information Technology Fund:			
<u>Internal Cost Charges</u>	\$ 1,717,020	\$ 1,908,250	\$ 2,249,090
<u>Other Charges for Services</u>	400	660	500
<u>Interest Earnings</u>	7,460	4,400	8,800
	<u>\$ 1,724,880</u>	<u>\$ 1,913,310</u>	<u>\$ 2,258,390</u>
Total internal service funds	<u>\$ 1,724,880</u>	<u>\$ 1,913,310</u>	<u>\$ 2,258,390</u>
Total all funds	<u>\$ 57,795,451</u>	<u>\$ 65,621,920</u>	<u>\$ 70,592,140</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Sedona
Other financing sources/(uses) and interfund transfers
Fiscal year 2023

Fund	Other financing 2023		Interfund transfers 2023	
	Sources	(Uses)	In	(Out)
General Fund				
Transfer to Streets Fund	\$	\$	\$	\$ 438,330
Transfer to Afford. Housing Fund				1,250,000
Transfer to Cap. Impr. Fund				10,897,170
Transfer to Public Transit Fund				5,244,750
Transfer to Wastewater Fund				3,200,000
Transfer to Info. Tech. Fund				43,950
Total General Fund	\$	\$	\$	\$ 21,074,200
Special revenue funds				
Streets - from General Fund	\$	\$	\$ 438,330	\$
Afford. Housing - from General Fund			1,250,000	
Grants, Don. & Restr. - to Wastewater				1,914,000
Transp. Sales Tax - to Cap. Impr. Fund				7,948,670
Transp. Sales Tax - to Public Transit				3,051,500
Total special revenue funds	\$	\$	\$ 1,688,330	\$ 12,914,170
Capital projects funds				
Cap. Impr. - Bond Issuance	\$ 10,000,000	\$	\$	\$
Cap. Impr. - from General Fund			10,897,170	
Cap. Impr. - from Transp. Sales Tax			7,948,670	
Cap. Impr. - to Art in Public Places				16,750
Art in Public Places - from Cap. Impr.			16,750	
Total capital projects funds	\$ 10,000,000	\$	\$ 18,862,590	\$ 16,750
Enterprise funds				
Public Transit - from General Fund	\$	\$	\$ 5,244,750	\$
Public Transit - from Transp. Sales Tax			3,051,500	
Wastewater - From General Fund			3,200,000	
Wastewater - From Grants, Don. & Restr.			1,914,000	
Total enterprise funds	\$	\$	\$ 13,410,250	\$
Internal service funds				
Info. Tech - from General Fund	\$	\$	\$ 43,950	\$
Total Internal Service Funds	\$	\$	\$ 43,950	\$
Total all funds	\$ 10,000,000	\$	\$ 34,005,120	\$ 34,005,120

City of Sedona
Expenditures/expenses by fund
Fiscal year 2023

Fund/Department	Adopted budgeted expenditures/ expenses 2022	Expenditure/ expense adjustments approved 2022	Actual expenditures/ expenses* 2022	Budgeted expenditures/ expenses 2023
General Fund				
City Council	\$ 70,310	\$	\$ 69,990	\$ 76,170
City Manager	3,894,190	75,000	3,641,210	2,515,310
Human Resources	346,660		319,150	324,060
Financial Services	1,370,025	(26,800)	1,226,430	1,551,550
City Attorney	674,140	(220)	580,890	684,870
City Clerk	295,385		300,780	348,260
Parks & Recreation	870,975		775,910	890,350
General Services	1,574,735		1,896,370	3,847,370
Community Development	1,778,190		1,648,510	1,976,910
Public Works	3,580,380	(16,500)	3,577,350	4,173,250
Economic Development	332,870		268,150	311,520
Police	5,879,839	(2,006)	5,504,300	7,535,670
Municipal Court	639,540		521,740	670,680
Other Public Safety		26,800	26,780	30,000
Indirect Cost Allocations	487,230		726,950	187,130
Debt Service	1,034,850		1,037,750	2,657,590
Contingency	550,000	(75,000)		550,000
Total General Fund	\$ 23,379,319	\$ (18,726)	\$ 22,122,260	\$ 28,330,690
Special revenue funds				
Streets Fund	\$ 2,076,860	\$ 15,711	\$ 1,978,730	\$ 2,301,090
Affordable Housing Fund	2,657,030		97,300	1,401,790
Grants, Don. & Restr. Funds	2,217,610	789	374,660	2,383,630
Transportation Sales Tax Fund	115,800		113,010	525,680
Total special revenue funds	\$ 7,067,300	\$ 16,500	\$ 2,563,700	\$ 6,612,190
Capital projects funds				
Capital Improvements Fund	\$ 11,274,261	\$ 594,616	\$ 11,274,240	\$ 41,293,700
Art in Public Places Fund	136,000		3,680	360,650
Develop. Impact Fees Funds	3,132,134	56,764	2,865,300	5,371,910
Total capital projects funds	\$ 14,542,395	\$ 651,380	\$ 14,143,220	\$ 47,026,260
Enterprise funds				
Public Transit Fund	\$ 3,060,290	\$ (654,450)	\$ 1,247,470	\$ 4,039,740
Wastewater Fund	12,789,360		10,729,920	17,635,990
Total enterprise funds	\$ 15,849,650	\$ (654,450)	\$ 11,977,390	\$ 21,675,730
Internal service funds				
Information Technology Fund	\$ 1,854,179	\$ 5,296	\$ 1,710,960	\$ 2,100,170
Total internal service funds	\$ 1,854,179	\$ 5,296	\$ 1,710,960	\$ 2,100,170
Total all funds	\$ 62,692,843	\$	\$ 52,517,530	\$ 105,745,040

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Sedona
Expenditures/expenses by department
Fiscal year 2023

Department/Fund	Adopted budgeted expenditures/expenses	Expenditure/expense adjustments approved	Actual expenditures/expenses*	Budgeted expenditures/expenses
	2022	2022	2022	2023
City Council:				
General Fund	\$ 70,310	\$	\$ 69,990	\$ 76,170
Department total	\$ 70,310	\$	\$ 69,990	\$ 76,170
City Manager:				
General Fund	\$ 3,894,190	\$ 75,000	\$ 3,641,210	\$ 2,515,310
Affordable Housing Fund	557,030		96,180	537,290
Information Technology Fund	5,140		3,560	46,420
Department total	\$ 4,456,360	\$ 75,000	\$ 3,740,950	\$ 3,099,020
Human Resources:				
General Fund	\$ 346,660		\$ 319,150	\$ 324,060
Information Technology Fund				6,000
Department total	\$ 346,660	\$	\$ 319,150	\$ 330,060
Financial Services:				
General Fund	\$ 1,370,025	\$ (26,800)	\$ 1,226,430	\$ 1,551,550
Public Transit Fund			500	750
Wastewater Fund	125,500		122,670	133,540
Department total	\$ 1,495,525	\$ (26,800)	\$ 1,349,600	\$ 1,685,840
City Attorney:				
General Fund	\$ 674,140	\$ (220)	\$ 580,890	\$ 684,870
Wastewater Fund	100,000			100,000
Department total	\$ 774,140	\$ (220)	\$ 580,890	\$ 784,870
City Clerk:				
General Fund	\$ 295,385		\$ 300,780	\$ 348,260
Department total	\$ 295,385	\$	\$ 300,780	\$ 348,260
Parks & Recreation:				
General Fund	\$ 870,975		\$ 775,910	\$ 890,350
Grants, Don. & Restr. Funds	12,950		3,650	12,950
Information Technology Fund	7,000		6,000	6,000
Department total	\$ 890,925	\$	\$ 785,560	\$ 909,300
General Services:				
General Fund	\$ 1,574,735		\$ 1,896,370	\$ 3,847,370
Grants, Don. & Restr. Funds	800			800
Develop. Impact Fee Funds				45,000
Department total	\$ 1,575,535	\$	\$ 1,896,370	\$ 3,893,170
Community Development:				
General Fund	\$ 1,778,190		\$ 1,648,510	\$ 1,976,910
Affordable Housing Fund				
Grants, Don. & Restr. Funds	138,850		160,900	
Information Technology Fund	42,800		42,800	2,800
Department total	\$ 1,959,840	\$	\$ 1,852,210	\$ 1,979,710
Public Works:				
General Fund	\$ 3,580,380	\$ (16,500)	\$ 3,577,350	\$ 4,173,250
Streets Fund	1,995,420	15,711	1,902,720	2,057,670
Grants, Don. & Restr. Funds		789	3,900	2,500
Transportation Sales Tax Fund	115,800		113,010	148,410
Public Transit Fund		13,540	250	500
Wastewater Fund	301,245		272,480	256,850
Information Technology Fund	17,130		15,940	18,240
Department total	\$ 6,009,975	\$ 13,540	\$ 5,885,650	\$ 6,657,420

City of Sedona
Expenditures/expenses by department
Fiscal year 2023

Department/Fund	Adopted budgeted expenditures/expenses 2022	Expenditure/expense adjustments approved 2022	Actual expenditures/expenses* 2022	Budgeted expenditures/expenses 2023
Economic Development				
General Fund	\$ 332,870	\$	\$ 268,150	\$ 311,520
Information Technology Fund			410	410
Department total	\$ 332,870	\$	\$ 268,560	\$ 311,930
Police:				
General Fund	\$ 5,879,839	\$ (2,006)	\$ 5,504,300	\$ 7,535,670
Grants, Don. & Restr. Funds	38,500	61,000	129,210	127,600
Information Technology Fund	65,269		68,520	67,860
Department total	\$ 5,983,608	\$ 58,994	\$ 5,702,030	\$ 7,731,130
Municipal Court:				
General Fund	\$ 639,540	\$	\$ 521,740	\$ 670,680
Information Technology Fund	11,200		7,700	11,200
Department total	\$ 650,740	\$	\$ 529,440	\$ 681,880
Other Public Safety:				
General Fund	\$	\$ 26,800	\$ 26,780	\$ 30,000
Department total	\$	\$ 26,800	\$ 26,780	\$ 30,000
Indirect Cost Allocations:				
General Fund	\$ 487,230	\$	\$ 726,950	\$ 187,130
Streets Fund	81,440		76,010	243,420
Affordable Housing Fund			1,120	54,500
Public Transit Fund	52,800		50,230	127,130
Wastewater Fund	950,720		920,870	1,494,190
Information Technology Fund	144,830		133,070	142,720
Department total	\$ 1,717,020	\$	\$ 1,908,250	\$ 2,249,090
Debt Service:				
General Fund	\$ 1,034,850	\$	\$ 1,037,750	\$ 2,657,590
Transportation Sales Tax Fund				377,270
Capital Improvements Fund			134,610	
Develop. Impact Fee Funds				233,890
Public Transit Fund			3,000	3,000
Wastewater Fund	4,794,875		4,658,570	4,541,410
Department total	\$ 5,829,725	\$	\$ 5,833,930	\$ 7,813,160
Contingency:				
General Fund	\$ 550,000	\$ (75,000)	\$	\$ 550,000
Affordable Housing Fund	2,100,000			810,000
Grants, Don. & Restr. Funds	2,026,510	(61,000)		2,039,000
Wastewater Fund	100,000			100,000
Department total	\$ 4,776,510	\$ (136,000)	\$	\$ 3,499,000
Capital Improvement Projects:				
Grants, Don. & Restr. Funds	\$	\$	\$ 77,000	\$ 200,780
Capital Improvements Fund	11,274,261	594,616	11,139,630	41,293,700
Art in Public Places Fund	136,000		3,680	360,650
Develop. Impact Fee Funds	3,132,134	56,764	2,865,300	5,093,020
Public Transit Fund	2,170,000	(720,851)	288,400	1,356,900
Wastewater Fund	3,163,000	37,830	1,873,130	7,480,000
Department total	\$ 19,875,395	\$ (31,641)	\$ 16,247,140	\$ 55,785,050
Public Transit:				
Public Transit Fund	\$ 837,490	\$ 52,861	\$ 824,710	\$ 2,474,060
Department total	\$ 837,490	\$ 52,861	\$ 824,710	\$ 2,474,060

City of Sedona
Expenditures/expenses by department
Fiscal year 2023

Department/Fund	Adopted budgeted expenditures/expenses	Expenditure/expense adjustments approved	Actual expenditures/expenses*	Budgeted expenditures/expenses
	2022	2022	2022	2023
<u>Wastewater:</u>				
Wastewater Fund	\$ 3,193,265	\$ (37,830)	\$ 2,838,430	\$ 3,463,280
Department total	<u>\$ 3,193,265</u>	<u>\$ (37,830)</u>	<u>\$ 2,838,430</u>	<u>\$ 3,463,280</u>
<u>Information Technology:</u>				
Public Transit Fund	\$	\$	\$ 80,380	\$ 77,400
Wastewater Fund	60,755		43,770	66,720
Information Technology Fund	1,560,810	5,296	1,432,960	1,798,520
Department total	<u>\$ 1,621,565</u>	<u>\$ 5,296</u>	<u>\$ 1,557,110</u>	<u>\$ 1,942,640</u>

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Sedona
Full-time employees and personnel compensation
Fiscal year 2023

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2023	2023	2023	2023	2023	2023
General Fund	146	\$ 9,544,280	\$ 3,028,510	\$ 1,895,250	\$ 864,020	\$ 15,332,060
Special revenue funds						
Streets Fund	4	\$ 274,230	\$ 33,010	\$ 64,240	\$ 28,680	\$ 400,160
Affordable Housing Fund	2	152,340	18,410	32,130	12,410	215,290
Grants, Don. & Restr. Funds		1,760	51,950		90	53,800
Transportation Sales Tax Fund	1	83,870	10,090	16,340	8,110	118,410
Total special revenue funds	7	\$ 510,440	\$ 61,510	\$ 112,710	\$ 49,200	\$ 733,860
Enterprise funds						
Public Transit Fund	2	\$ 148,220	\$ 17,890	\$ 21,420	\$ 12,030	\$ 199,560
Wastewater Fund	17	1,248,470	150,370	282,360	134,670	1,815,870
Total enterprise funds	19	\$ 1,396,690	\$ 168,260	\$ 303,780	\$ 146,700	\$ 2,015,430
Internal service funds						
Information Technology Fund	6	\$ 597,550	\$ 72,020	\$ 99,650	\$ 48,430	\$ 817,650
Total internal service fund	6	\$ 597,550	\$ 72,020	\$ 99,650	\$ 48,430	\$ 817,650
Total all funds	178	\$ 12,048,960	\$ 3,330,300	\$ 2,411,390	\$ 1,108,350	\$ 18,899,000

SUMMARY OF CAPITAL PROJECTS

continued

FY 2023 - FY 2032 Master Summary Project List by Major Program

Project dollar amounts in grey and italics are unfunded.

(Click on a Project Page # to navigate to that page)

Project Name	Funding Sources Type	Priority	Project #	Prior Years Estimate	FY2023	FY2024	FY2025	Future Years	Totals (excluding Prior Years Estimate)
AC - Arts & Culture									
Art in the Roundabouts	Restricted	Important (Could-Do)	AC-02	\$3,680	\$360,650	\$0	\$0	\$0	\$360,650
IT - Information Technology									
Citywide Business Software	Capital Reserves	Essential (Should-Do)	IT-01	\$0	\$0	\$500,000	\$500,000	\$0	\$1,000,000
MC - Municipal Court									
Court Relocation/Remodel	Restricted & Capital Reserves	Imperative (Must-Do)	MC-02	\$117,580	\$339,420	\$0	\$0	\$0	\$339,420
PR - Parks & Recreation									
Concession Stand/Restrooms Building - Renovation and Redesign	Restricted	Important (Could-Do)	PR-01	\$0	\$0	\$77,000	\$482,000	\$0	\$559,000
Restructure of Posse Grounds Park	Restricted, Capital Reserves, & Unidentified	Important (Could-Do)	PR-02	\$67,110	\$25,000	\$0	\$0	<i>\$3,500,000</i>	\$3,525,000
Improvements at Ranger Station / Interior Restoration of House and Barn	Restricted & Capital Reserves	Important (Could-Do)	PR-03B	\$10,060	\$587,220	\$0	\$0	\$0	\$587,220
Build-Out of Ranger Station Park	Restricted & Capital Reserves	Important (Could-Do)	PR-03C	\$20,120	\$150,860	\$1,575,370	\$0	\$0	\$1,726,230
Shade Structures and Playground Equipment Replacement	Restricted & Capital Reserves	Important (Could-Do)	PR-05	\$442,010	\$102,990	\$0	\$0	\$0	\$102,990
Posse Grounds Park Pickleball Courts	Restricted	Essential (Should-Do)	PR-09	\$0	\$140,000	\$1,400,000	\$0	\$0	\$1,540,000
PR - Parks & Recreation Subtotal (excluding projects not funded)				\$539,300	\$1,006,070	\$3,052,370	\$482,000	\$0	\$4,540,440
Projects Not Funded				\$0	\$0	\$0	\$0	\$3,500,000	\$3,500,000
PD - Police									
Radio Infrastructure	Capital Reserves	Imperative (Must-Do)	PD-02	\$251,115	\$100,000	\$150,000	\$500,000	\$0	\$750,000
Police Station Remodel	Restricted & Capital Reserves	Imperative (Must-Do)	PD-03	\$1,285,765	\$1,028,950	\$0	\$0	\$0	\$1,028,950
PD - Police Subtotal				\$1,536,880	\$1,128,950	\$150,000	\$500,000	\$0	\$1,778,950
PT - Public Transit									
Transit Maintenance/Operations Center (ESP)	Restricted	Essential (Should-Do)	PT-01	\$60,000	\$600,000	\$700,000	\$4,330,000	\$11,180,000	\$16,810,000
Transit Hub (ESP)	Restricted	Essential (Should-Do)	PT-02	\$30,000	\$159,500	\$130,000	\$1,290,000	\$1,880,000	\$3,459,500
Transit Bus Acquisition (ESP)	Restricted	Essential (Should-Do)	PT-03	\$13,900	\$522,400	\$0	\$0	\$12,200,000	\$12,722,400
Bus Stop Improvements (ESP)	Restricted	Essential (Should-Do)	PT-04	\$184,500	\$75,000	\$25,000	\$300,000	\$300,000	\$700,000
West Sedona Intercept Lot (ESP)	Restricted & Unidentified	Essential (Should-Do)	PT-05	\$0	\$0	\$0	\$105,000	<i>\$16,115,000</i>	\$16,220,000
PT - Public Transit Subtotal				\$288,400	\$1,356,900	\$855,000	\$6,025,000	\$25,560,000	\$33,796,900
Projects Not Funded				\$0	\$0	\$0	\$0	\$16,115,000	\$16,115,000

ESP = Environmental Sustainability Project

SUMMARY OF CAPITAL PROJECTS

continued

FY 2023 - FY 2032 Master Summary Project List by Major Program

Project dollar amounts in grey and italics are unfunded.

(Click on a Project Page # to navigate to that page)

Project Name	Funding Sources Type	Priority	Project #	Prior Years Estimate	FY2023	FY2024	FY2025	Future Years	Totals (excluding Prior Years Estimate)
PW - Public Works									
Uptown Enhancements	Restricted	Important (Could-Do)	PW-01	\$132,252	\$0	\$0	\$0	\$250,000	\$250,000
Sign Shop	Capital Reserves	Essential (Should-Do)	PW-03	\$0	\$140,600	\$0	\$0	\$0	\$140,600
Facilities Study	Capital Reserves	Essential (Should-Do)	PW-04	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Real Estate/Land Acquisition	Restricted & Capital Reserves	Essential (Should-Do)	PW-05	\$0	\$20,020,000	\$1,600,000	\$0	\$0	\$21,620,000
Hitching Post Restroom Remodel	Unidentified	Desirable (Other Year)	PW-07	\$0	\$0	\$0	\$0	\$280,000	\$280,000
PW - Public Works Subtotal				\$132,252	\$20,160,600	\$1,600,000	\$0	\$580,000	\$22,340,600
Projects Not Funded									\$0
SIM - Sedona in Motion									
Sedona in Motion Unspecified Projects	Capital Reserves	Imperative (Must-Do)	SIM-00	\$0	(\$2,000,000)	\$2,000,000	\$0	\$0	\$0
Uptown Northbound Improvements	Restricted	Essential (Should-Do)	SIM-01b	\$93,280	\$500,000	\$1,100,000	\$0	\$0	\$1,600,000
Uptown Pedestrian Improvements (ESP)	Unidentified	Desirable (Other Year)	SIM-02	\$0	\$0	\$0	\$0	\$5,048,000	\$5,048,000
Uptown Parking Garage	Restricted	Essential (Should-Do)	SIM-03a	\$2,366,880	\$8,149,770	\$8,120,920	\$0	\$0	\$16,270,690
Uptown One Way Streets/Parking	Restricted	Important (Could-Do)	SIM-03b	\$0	\$0	\$50,000	\$100,000	\$0	\$150,000
Schnebly Hill Roundabout Expansion	Unidentified	Desirable (Other Year)	SIM-04a	\$0	\$0	\$0	\$0	\$5,447,990	\$5,447,990
SR 179 Lane Expansion from Schnebly Hill Roundabout to Y	Unidentified	Desirable (Other Year)	SIM-04b	\$0	\$0	\$0	\$0	\$111,000	\$111,000
Pedestrian Crossing at Oak Creek (ESP)	Restricted	Essential (Should-Do)	SIM-04c	\$375,235	\$1,691,280	\$580,000	\$0	\$0	\$2,271,280
Ranger/SR 179 Intersection Improvements (ESP)	Restricted	Essential (Should-Do)	SIM-04e	\$0	\$75,000	\$779,760	\$0	\$0	\$854,760
Portal Lane to Brewer Road Connection	Restricted	Essential (Should-Do)	SIM-05a	\$48,676	\$516,200	\$502,770	\$0	\$0	\$1,018,970
Forest Road Connection	Restricted	Imperative (Must-Do)	SIM-05b	\$6,014,531	\$7,587,000	\$1,000,000	\$0	\$0	\$8,587,000
Ranger Road / Brewer Road Intersection & Ranger Ext Improvements (ESP)	Restricted	Essential (Should-Do)	SIM-05d	\$139,300	\$2,810,000	\$0	\$0	\$0	\$2,810,000
Neighborhood Street Connections	Restricted & Unidentified	Desirable (Other Year)	SIM-06	\$0	\$0	\$0	\$0	\$1,166,420	\$1,166,420
Neighborhood Vehicles - Tourism Focus	Unidentified	Desirable (Other Year)	SIM-09	\$0	\$0	\$0	\$0	\$340,000	\$340,000
West SR 89A Access Improvements and Adaptive Signal Control	Restricted	Desirable (Other Year)	SIM-10	\$0	\$0	\$0	\$0	\$2,970,000	\$2,970,000
Rodeo Road to Dry Creek Road - Shared-Use Path (ESP)	Restricted	Desirable (Other Year)	SIM-11a	\$0	\$0	\$0	\$325,000	\$0	\$325,000
Navoti Dr to Dry Creek Rd Shared-Use Path (ESP)	Restricted	Important (Could-Do)	SIM-11e	\$73,939	\$800,000	\$0	\$0	\$0	\$800,000
Chapel Road Shared-Use Path (ESP)	Restricted	Important (Could-Do)	SIM-11h	\$921,599	\$700,000	\$0	\$0	\$0	\$700,000
Pinon Drive Shared-Use Path (ESP)	Restricted	Important (Could-Do)	SIM-11j	\$222,880	\$186,000	\$0	\$0	\$0	\$186,000
Dry Creek Road Pathway, 89A to Two Fences (ESP)	Restricted	Essential (Should-Do)	SIM-11m	\$30,000	\$1,455,000	\$1,414,000	\$0	\$0	\$2,869,000
Harmony Shared-Use Path and Drainage Improvements (ESP)	Restricted	Important (Could-Do)	SIM-11n	\$0	\$155,000	\$514,000	\$700,000	\$0	\$1,369,000
Travel Information System	Restricted	Important (Could-Do)	SIM-12a	\$99,301	\$0	\$0	\$0	\$625,000	\$625,000
Traffic Video Cameras	Restricted	Important (Could-Do)	SIM-12b	\$21,492	\$27,000	\$0	\$0	\$100,000	\$127,000
SIM - Sedona in Motion Subtotal (excluding projects not funded)				\$10,407,113	\$22,652,250	\$16,061,450	\$1,125,000	\$3,695,000	\$43,533,700
Projects Not Funded				\$0	\$0	\$0	\$0	\$12,113,410	\$12,113,410

ESP = Environmental Sustainability Project

SUMMARY OF CAPITAL PROJECTS

continued

FY 2023 - FY 2032 Master Summary Project List by Major Program

Project dollar amounts in grey and italics are unfunded.

(Click on a Project Page # to navigate to that page)

Project Name	Funding Sources Type	Priority	Project #	Prior Years Estimate	FY2023	FY2024	FY2025	Future Years	Totals (excluding Prior Years Estimate)
SD - Storm Drainage									
Improvements to Back-O-Beyond Road, Low Water Crossing (Yavapai County) (ESP)	Restricted & Capital Reserves	Important (Could-Do)	SD-03	\$75,000	\$772,750	\$0	\$0	\$0	\$772,750
View Drive Area Drainage Improvements (Yavapai County) (ESP)	Restricted & Unidentified	Important (Could-Do)	SD-04	\$0	\$0	\$0	\$0	<i>\$1,660,750</i>	\$1,660,750
Saddlerock Area Drainage Improvements (Yavapai County) (ESP)	Restricted & Unidentified	Important (Could-Do)	SD-05	\$0	\$0	\$0	\$0	<i>\$1,484,250</i>	\$1,484,250
Mystic Hills Lift Station Access Improvements (Coconino County) (ESP)	Restricted	Important (Could-Do)	SD-08	\$0	\$0	\$40,000	\$250,000	\$0	\$290,000
Stormwater Drainage Easements Acquisition (ESP)	Capital Reserves & Unidentified	Important (Could-Do)	SD-09	\$0	\$0	\$50,000	\$50,000	<i>\$350,000</i>	\$450,000
Schnebly & Grove Drainage Improvements (ESP)	Capital Reserves	Important (Could-Do)	SD-12	\$0	\$272,700	\$151,500	\$0	<i>\$0</i>	\$424,200
SD - Storm Drainage Subtotal (excluding projects not funded)				\$75,000	\$1,045,450	\$241,500	\$300,000	\$0	\$1,586,950
Projects Not Funded				\$0	\$0	\$0	\$0	\$3,495,000	\$3,495,000
ST - Streets & Transportation									
Forest/Ranger/SR 89A Intersection Improvements	Capital Reserves	Important (Could-Do)	ST-08	\$67,000	\$454,500	\$4,545,000	\$0	\$0	\$4,999,500
ST - Streets & Transportation Subtotal				\$67,000	\$454,500	\$4,545,000	\$0	\$0	\$4,999,500
SUS - Sustainability									
Posse Ground Park Solar Lighting (ESP)	Capital Reserves	Essential (Should-Do)	SUS-01	\$0	\$120,000	\$0	\$0	\$0	\$120,000
SUS - Sustainability Subtotal				\$0	\$120,000	\$0	\$0	\$0	\$120,000
Subtotal Non-Wastewater Projects (excluding projects not funded)				\$13,167,205	\$48,624,790	\$27,005,320	\$8,932,000	\$29,835,000	\$114,397,110
WW - Wastewater									
WW Collection System Improvements - Misc. Rehabs/Replacements	WW Revenues	Essential (Should-Do)	WW-01D	\$0	\$460,000	\$0	\$0	\$0	\$460,000
WW Collection System Improvements - Future Collections Projects	WW Revenues	Important (Could-Do)	WW-01E	\$0	\$0	\$100,000	\$1,035,000	\$0	\$1,135,000
WW Collection System Improvements - Major Lift Station Upgrades	Restricted & WW Revenues	Imperative (Must-Do)	WW-01F	\$180,000	\$6,365,000	\$0	\$0	\$0	\$6,365,000
WW Collection System Improvements - Juniper Lane Extension	WW Revenues	Important (Could-Do)	WW-01H	\$10,520	\$170,000	\$0	\$0	\$0	\$170,000
SCADA System and Configuration Upgrade	WW Revenues	Essential (Should-Do)	WW-04	\$0	\$310,000	\$0	\$0	\$0	\$310,000
WWRP Odor Control Upgrades	WW Revenues	Important (Could-Do)	WW-05	\$24,660	\$0	\$185,000	\$150,000	\$0	\$335,000
WWRP Recharge Wells	WW Revenues	Desirable (Other Year)	WW-06	\$5,216,968	\$0	\$0	\$0	\$5,143,600	\$5,143,600
WWRP Reservoir Liner Replacement	WW Revenues	Important (Could-Do)	WW-07	\$0	\$0	\$0	\$50,000	\$1,000,000	\$1,050,000
WWRP Drying Beds Replacement	WW Revenues	Important (Could-Do)	WW-08	\$0	\$0	\$150,000	\$1,500,000	\$0	\$1,650,000
WWRP Treatment Process Upgrades	WW Revenues	Essential (Should-Do)	WW-09	\$0	\$60,000	\$1,000,000	\$50,000	\$1,820,000	\$2,930,000
Wastewater Master Plan Update	WW Revenues	Important (Could-Do)	WW-10	\$0	\$0	\$100,000	\$0	\$100,000	\$200,000
WWRP Paving	WW Revenues	Desirable (Other Year)	WW-11	\$0	\$0	\$0	\$0	\$420,000	\$420,000
Area 4 Valve Vault Upgrade	WW Revenues	Essential (Should-Do)	WW-14	\$0	\$115,000	\$0	\$0	\$0	\$115,000
WW - Wastewater Subtotal				\$5,432,148	\$7,480,000	\$1,535,000	\$2,785,000	\$8,483,600	\$20,283,600
TOTAL ALL PROJECTS (excluding projects not funded)				\$18,599,353	\$56,104,790	\$28,540,320	\$11,717,000	\$38,318,600	\$134,680,710
Total Projects Not Funded				\$0	\$0	\$0	\$0	\$35,223,410	\$35,223,410
Grand Totals Funded and Unfunded				\$18,599,353	\$56,104,790	\$28,540,320	\$11,717,000	\$73,542,010	\$169,904,120

ESP = Environmental Sustainability Project

SUMMARY OF CAPITAL PROJECTS

continued

FY 2023 - FY 2032 Master Summary Project List by Major Program

Project dollar amounts in grey and italics are unfunded.

(Click on a Project Page # to navigate to that page)

Project Name	Funding Sources Type	Priority	Project #	Prior Years Estimate	FY2023	FY2024	FY2025	Future Years	Totals (excluding Prior Years Estimate)
Funding Sources Summary									
1% for Arts					\$360,650	\$0	\$0	\$50,000	\$410,650
Capital Reserves					\$10,370,730	\$17,310,550	\$1,050,000	\$50,000	\$28,781,280
Coconino County Flood Control					\$0	\$40,000	\$250,000	\$0	\$290,000
Court Restricted Revenues					\$165,000	\$0	\$0	\$0	\$165,000
Debt Financing					\$24,988,050	\$3,483,000	\$1,773,000	\$7,054,000	\$37,298,050
Development Impact Fees - Post 7/2014					\$2,656,020	\$1,821,960	\$0	\$555,180	\$5,033,160
Development Impact Fees - Pre 8/2014					\$140,000	\$1,400,000	\$0	\$0	\$1,540,000
Equipment Replacement Reserve					\$631,000	\$0	\$0	\$0	\$631,000
Fairfield CFD					\$140,000	\$20,000	\$300,000	\$0	\$460,000
Grant					\$2,438,520	\$0	\$3,372,000	\$19,098,000	\$24,908,520
Outside Participation					\$0	\$0	\$475,000	\$0	\$475,000
Paid Parking Revenue					\$0	\$0	\$0	\$200,000	\$200,000
Summit CFD					\$162,990	\$172,000	\$182,000	\$0	\$516,990
Transportation Sales Tax					\$8,816,830	\$2,757,810	\$1,530,000	\$4,180,500	\$17,285,140
Unidentified					\$0	\$0	\$0	\$33,020,730	\$33,020,730
Wastewater Revenues					\$4,935,000	\$1,535,000	\$2,785,000	\$8,483,600	\$17,738,600
Yavapai County Flood Control					\$300,000	\$0	\$0	\$850,000	\$1,150,000
TOTAL FUNDING SOURCES					\$56,104,790	\$28,540,320	\$11,717,000	\$73,542,010	\$169,904,120
Category Summary									
Arts Transfer					\$16,750	\$128,820	\$0	\$124,410	\$269,980
Construction - Contracted					\$30,432,040	\$22,235,000	\$10,137,000	\$33,830,820	\$96,634,860
Construction - In-House					\$75,000	\$0	\$0	\$0	\$75,000
Contingency					-\$2,000,000	\$2,142,000	\$200,000	\$1,121,060	\$1,463,060
Demolition/Site Prep - In-House					\$75,000	\$0	\$0	\$0	\$75,000
Design - Contracted					\$2,789,030	\$1,624,500	\$255,000	\$3,297,720	\$7,966,250
Environmental					\$0	\$0	\$0	\$138,000	\$138,000
Equipment Purchase					\$3,105,000	\$150,000	\$0	\$2,320,000	\$5,575,000
Future Estimate Placeholder					\$0	\$0	\$500,000	\$18,700,000	\$19,200,000
Land Acquisition					\$20,700,000	\$1,660,000	\$125,000	\$1,410,000	\$23,895,000
Master Plan					\$0	\$100,000	\$0	\$100,000	\$200,000
Project Evaluation					\$25,000	\$0	\$0	\$0	\$25,000
Project Management - Contracted					\$50,000	\$0	\$0	\$0	\$50,000
Public Art Purchase					\$263,650	\$0	\$0	\$50,000	\$313,650
Study					\$0	\$0	\$0	\$50,000	\$50,000
Technology					\$50,920	\$500,000	\$500,000	\$0	\$1,050,920
Vehicle Purchase					\$522,400	\$0	\$0	\$12,400,000	\$12,922,400
TOTALS BY CATEGORY					\$56,104,790	\$28,540,320	\$11,717,000	\$73,542,010	\$169,904,120

ESP = Environmental Sustainability Project

SUMMARY OF CAPITAL PROJECTS

continued

FY 2023 - FY 2032 Master Summary Project List by Major Program

Project dollar amounts in grey and italics are unfunded.

(Click on a Project Page # to navigate to that page)

Project Name	Funding Sources Type	Priority	Project #	Prior Years Estimate	FY2023	FY2024	FY2025	Future Years	Totals (excluding Prior Years Estimate)
Summary of Project Costs Managed by Public Works PMs									
Total Project Costs					\$56,104,790	\$28,540,320	\$11,717,000		
Projects not managed by Public Works project managers:									
AC-02 Art in Roundabouts					(\$360,650)	\$0	\$0		
IT-01 ERP System					\$0	(\$500,000)	(\$500,000)		
PR-05 Shade Structures and Playground Equipment Replacement (managed by P&R)					(\$102,990)	\$0	\$0		
PD-02 Radio Infrastructure					(\$100,000)	(\$150,000)	(\$500,000)		
PT-03 Transit Bus Acquisition					(\$522,400)	\$0	\$0		
PW-05 Real Estate/Land Acquisition					(\$20,020,000)	(\$1,600,000)	\$0		
SUS-01 Posse Ground Park Solar Lighting					(\$120,000)	\$0	\$0		
All Wastewater Projects (managed by Roxanne)					(\$7,480,000)	(\$1,535,000)	(\$2,785,000)		
Net Project Costs Manager by Public Works PMs					\$27,398,750	\$24,755,320	\$7,932,000		

City of Sedona
 FY2023 Tentative Budget - Expenditures Summary
 All Funds

Description	Op?	General Fund	Streets Fund	Affordable Housing	Grants & Donation Funds	Transportation Sales Tax Fund	Capital Improvement Fund	Development Impact Fees Funds	Art in Public Places Fund	Public Transit Fund	Wastewater Fund	Information Technology Fund	Total
Proposed Budgeted Expenditures		\$ 26,817,200	\$ 2,318,260	\$ 1,442,960	\$ 2,283,850	\$ 528,580	\$ 48,252,260	\$ 5,340,130	\$ 360,650	\$ 3,459,730	\$ 17,532,710	\$ 2,088,230	\$ 110,424,560
<u>City Council and Staff Adjustments</u>													
Reduce housing contingency	Y			(40,000)									(40,000)
Add legislative advocate	Y	75,000											75,000
Typo	Y			(270)									(270)
Eliminate Home Rule mailer	Y	(6,000)											(6,000)
Eliminate remodels for new positions	N	(20,000)											(20,000)
Add Community Plan temp	Y	62,430											62,430
MC-02 IT equipment delayed - carryover to FY23	N				20,000								20,000
Additional 2.1% for service contracts	Y	21,700											21,700
Increase small grants to \$200k	Y	15,960											15,960
Increase Historical Society to \$100k	Y	25,000											25,000
PR-03C - add in-house construction of SUP	N						43,220	31,780					75,000
PT-02 IT equipment delayed - carryover to FY23	N									29,500			29,500
PW-04 deferred	N						(50,000)						(50,000)
Carryover and project increase for MC-02	N				79,780		137,220						217,000
Carryover for SIM-11e	N						500,000						500,000
Carryover and project increase for WW-01H	N										170,000		170,000
SIM-03a delayed - portion to carryover to FY24	N						(5,575,000)						(5,575,000)
SIM-11j construction contract less than estimated	N						(14,000)						(14,000)
Coconino ARPA funding for trailhead shuttles	N									298,000			298,000
Additional trailhead shuttle operating cost	Y									250,000			250,000
Additional PSPRS contribution	Y	1,000,000											1,000,000
Add Court temp	Y	15,300											15,300
Adjustment for payroll calculations	Y	(280,630)	(34,480)	(2,960)		(2,900)				(6,330)	(65,370)	(9,140)	(401,810)
Tourism Management contract	Y	390,000											390,000
Contract management software	Y											15,000	15,000
VVREO Pitch Competition moved to	Y	(5,000)											(5,000)
SIM-00 used for assumed carryovers to FY24	Y						(2,000,000)						(2,000,000)
Reclass broadband to contingency	Y												-
Reclass zero emissions study to one-	Y												-
Evacuation planning increased to \$250k	Y	156,260											156,260
Evacuation planning carried over from	Y	65,620											65,620
Energy Cap program initiation	Y	40,000											40,000
Increase Sustainability training	Y	7,500											7,500
Sustainability event materials	Y	2,000											2,000
Ebikes	Y	15,000											15,000
Impact to indirect cost allocations	Y	(66,650)	17,310	2,060						8,840	(1,350)	6,080	(33,710)
	Y												-
Sub-Total Changes		\$ 1,513,490	\$ (17,170)	\$ (41,170)	\$ 99,780	\$ (2,900)	\$ (6,958,560)	\$ 31,780	\$ -	\$ 580,010	\$ 103,280	\$ 11,940	\$ (4,679,520)
Tentative Budgeted Expenditures		\$ 28,330,690	\$ 2,301,090	\$ 1,401,790	\$ 2,383,630	\$ 525,680	\$ 41,293,700	\$ 5,371,910	\$ 360,650	\$ 4,039,740	\$ 17,635,990	\$ 2,100,170	\$ 105,745,040

City of Sedona
 FY2023 Tentative Budget - Revenues Summary
 All Funds

Description	General Fund	Streets Fund	Affordable Housing	Grants & Donation Funds	Transportation Sales Tax Fund	Capital Improvement Fund	Development Impact Fees Funds	Art in Public Places Fund	Public Transit Fund	Wastewater Fund	Information Technology Fund	Total
Proposed Budgeted Revenues	\$ 49,000,950	\$ 1,315,400	\$ 86,500	\$ 2,404,680	\$ 5,293,400	\$ 430,800	\$ 613,740	\$ 1,900	\$ 445,490	\$ 8,167,190	\$ 2,292,100	\$ 70,052,150
<u>City Council and Staff Adjustments</u>												
Coconino ARPA funding for trailhead shuttles									298,000			298,000
Coconino ARPA funding for evac study	100,000											100,000
AMRRP dividend	155,700											155,700
MC-02 IT equipment delayed - carryover to FY23				20,000								20,000
Impact to indirect cost allocations											(33,710)	(33,710)
												-
Sub-Total Changes	\$ 255,700	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 298,000	\$ -	\$ (33,710)	\$ 539,990
Tentative Budgeted Revenues	\$ 49,256,650	\$ 1,315,400	\$ 86,500	\$ 2,424,680	\$ 5,293,400	\$ 430,800	\$ 613,740	\$ 1,900	\$ 743,490	\$ 8,167,190	\$ 2,258,390	\$ 70,592,140

City of Sedona
 FY2023 Tentative Budget - Other Financing Sources (Uses) Summary
 All Funds

Description	General Fund	Streets Fund	Affordable Housing	Grants & Donation Funds	Transportation Sales Tax Fund	Capital Improvement Fund	Development Impact Fees Funds	Art in Public Places Fund	Public Transit Fund	Wastewater Fund	Information Technology Fund	Total
Proposed Budgeted Other Financing Sources		\$ 455,500	\$ 500,000			\$ 20,154,670		\$ 35,320	\$ 3,014,240	\$ 5,114,000	\$ 43,950	\$ 29,317,680
<u>City Council and Staff Adjustments</u>												
PT-02 IT equipment delayed - carryover to FY23									29,500			29,500
Cover CIP shortfall						8,397,170						8,397,170
Set up reserve for Transit									5,000,000			5,000,000
Cover remaining Sunset Lofts loan			750,000									750,000
Adjust for payroll and indirect cost changes		(17,170)										(17,170)
Adjust arts transfer for changes to PR-03c, SIM-03a								(18,570)				(18,570)
Adjust for impact to indirect cost allocations									8,840			8,840
Adjust for changes to payroll budget									(6,330)			(6,330)
Adjust for SIM-11e, SIM-11j, SIM-03a						294,000						294,000
Additional trailhead shuttle operating cost									250,000			250,000
Sub-Total Changes	\$ -	\$ (17,170)	\$ 750,000	\$ -	\$ -	\$ 8,691,170	\$ -	\$ (18,570)	\$ 5,282,010	\$ -	\$ -	\$ 14,687,440
Tentative Budgeted Other Financing Sources	\$ -	\$ 438,330	\$ 1,250,000	\$ -	\$ -	\$ 28,845,840	\$ -	\$ 16,750	\$ 8,296,250	\$ 5,114,000	\$ 43,950	\$ 44,005,120
Proposed Budgeted Other Financing Uses	\$ 6,935,360			\$ 1,914,000	\$ 10,433,000	\$ 35,320		\$ -			\$ -	\$ 19,317,680
<u>City Council and Staff Adjustments</u>												
PT-02 IT equipment delayed - carryover to FY23												29,500
Cover CIP shortfall	8,397,170											8,397,170
Set up reserve for Transit	5,000,000											5,000,000
Cover remaining Sunset Lofts loan		750,000										750,000
Adjust for payroll and indirect cost changes		(17,170)										(17,170)
Adjust arts transfer for changes to PR-03c, SIM-03a								(18,570)				(18,570)
Adjust for impact to indirect cost allocations	8,840											8,840
Adjust for changes to payroll budget								(6,330)				(6,330)
Adjust for SIM-11e, SIM-11j, SIM-03a						294,000						294,000
Additional trailhead shuttle operating cost						250,000						250,000
Sub-Total Changes	\$ 14,138,840	\$ -	\$ -	\$ -	\$ 567,170	\$ (18,570)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,687,440
Tentative Budgeted Other Financing Uses	\$ 21,074,200	\$ -	\$ -	\$ 1,914,000	\$ 11,000,170	\$ 16,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,005,120

City of Sedona
 FY2023 Tentative Budget - Beginning Fund Balances Summary
 All Funds

Description	General Fund	Streets Fund	Affordable Housing	Grants & Donation Funds	Transportation Sales Tax Fund	Capital Improvement Fund	Development Impact Fees Funds	Art in Public Places Fund	Public Transit Fund	Wastewater Fund	Information Technology Fund	Total
Proposed Budgeted Beginning Fund Balances	\$ 36,280,426	\$ 908,289	\$ 4,667,041	\$ 2,136,798	\$ 5,653,141	\$ 29,344,360	\$ 5,353,190	\$ 257,557	\$ -	\$ 17,152,169	\$ 1,162,866	\$ 102,915,837
<u>City Council and Staff Adjustments</u>												
Carryover for SIM-11e					500,000							500,000
Carryover for WW-01H										49,480		49,480
SIM-11j construction contract less than estimated					130,800							130,800
VVREO Pitch Competition moved to FY22	(5,000)											(5,000)
Evacuation planning carried over from FY22	65,620											65,620
												-
Sub-Total Changes	\$ 60,620	\$ -	\$ -	\$ -	\$ 630,800	\$ -	\$ -	\$ -	\$ -	\$ 49,480	\$ -	\$ 740,900
Tentative Budgeted Beginning Fund Balances	\$ 36,341,046	\$ 908,289	\$ 4,667,041	\$ 2,136,798	\$ 6,283,941	\$ 29,344,360	\$ 5,353,190	\$ 257,557	\$ -	\$ 17,201,649	\$ 1,162,866	\$ 103,656,737

City of Sedona
 FY2023 Tentative Budget - Overall Summary
 All Funds

Description	General Fund	Streets Fund	Affordable Housing	Grants & Donation Funds	Transportation Sales Tax Fund	Capital Improvement Fund	Development Impact Fees Funds	Art in Public Places Fund	Public Transit	Wastewater Fund	Information Technology Fund	Total
Beginning Fund Balances	\$ 36,341,046	\$ 908,289	\$ 4,667,041	\$ 2,136,798	\$ 6,283,941	\$ 29,344,360	\$ 5,353,190	\$ 257,557	\$ -	\$ 17,201,649	\$ 1,162,866	\$ 103,656,737
Tentative Revenues	49,256,650	1,315,400	86,500	2,424,680	5,293,400	430,800	613,740	1,900	743,490	8,167,190	2,258,390	70,592,140
Tentative Expenditures	28,330,690	2,301,090	1,401,790	2,383,630	525,680	41,293,700	5,371,910	360,650	4,039,740	17,635,990	2,100,170	105,745,040
Net Other Financing Sources (Uses)	(21,074,200)	438,330	1,250,000	(1,914,000)	(11,000,170)	28,829,090	-	16,750	8,296,250	5,114,000	43,950	10,000,000
Ending Fund Balances	\$ 36,192,806	\$ 360,929	\$ 4,601,751	\$ 263,848	\$ 51,491	\$ 17,310,550	\$ 595,020	\$ (84,443)	\$ 5,000,000	\$ 12,846,849	\$ 1,365,036	\$ 78,503,837
Restricted Reserve		300,000										300,000
Capital Reserve					2,757,810	17,310,550	3,221,960			1,535,000		24,825,320
Equipment Replacement Reserve	1,541,389	60,920								1,004,348	958,696	3,565,353
Major Maintenance Reserve										468,176		468,176
Reserve for Loans	2,711,383		4,600,000									7,311,383
Parking Revenue Pledged to Uptown	279,648											279,648
Operating Reserve*	7,622,421									1,640,487		9,262,908
Remaining Available Fund Balances	\$ 24,037,965	\$ 9	\$ 1,751	\$ 263,848	\$ (2,706,319)	\$ -	\$ (2,626,940)	\$ (84,443)	\$ 5,000,000	\$ 8,198,838	\$ 406,340	\$ 32,491,049

* Operating reserve is 30% of operating expenditures for General Fund and 33.3% of operating expenditures for Wastewater Fund.

Remaining FY21 surplus \$ -
 Remaining FY22 surplus \$ 10,035,121
 Remaining FY23 surplus \$ 14,002,844

SUMMARY OF OVERALL BUDGET CHANGES

All Funds

	Operating Budget	CIP Budget	Debt Refinancing Budget	Totals
Comparison to FY 2022 Adopted				
FY 2022 Adopted Budget	\$42,817,448	\$19,875,395	\$9,000,000	\$71,692,843
<u>Significant Changes:</u>				
No refunding of debt planned for FY 2023	(\$102,000)		(\$9,000,000)	(\$9,102,000)
Increases for traffic improvements including construction of the Uptown parking garage, Forest Road extension, pedestrian crossing at Oak Creek, and shared-use paths ⁽¹⁾		\$12,996,975		\$12,996,975
Net increases for implementation of transit system	\$1,704,540	(\$813,100)		\$891,440
Increase for real estate/land acquisition for strategic protection of the City's future development ⁽²⁾		\$18,170,000		\$18,170,000
Increases for wastewater operating and capital infrastructure needs	\$70,930	\$4,317,000		\$4,387,930
Increases for storm drainage improvements		\$1,040,000		\$1,040,000
Increases in debt service for bonds issued for Sedona in Motion projects and a placeholder for possible debt related to real estate/land acquisition	\$2,232,450			\$2,232,450
Reduction in tourism management contract	(\$430,000)			(\$430,000)
Increase for evacuation planning and modeling	\$250,000			\$250,000
Increases for short-term rental monitoring and administration and advocate for assistance with short-term rental and other legislation	\$178,460			\$178,460
Increases for sustainability programs and initiatives ⁽³⁾	\$268,800	\$120,000		\$388,800
Decreases in affordable housing expenditures and contingencies (loan programs are balance sheet items, not expenditures) ⁽⁴⁾	(\$1,282,520)			(\$1,282,520)
Increases for community service contracts and addition of Sedona Historical Society contract	\$173,460			\$173,460
Increases for communications and community engagement program	\$227,010			\$227,010
Increases for Community Plan update	\$122,900			\$122,900
Increases for Building Safety program to address succession planning and capacity needs	\$88,260			\$88,260
Increases for Police Department capacity	\$243,272			\$243,272
Increases in streets, parks, and facilities maintenance costs	\$178,390			\$178,390
Increases for Information Technology Department capacity	\$183,890			\$183,890
Increases for Financial Services Department to address succession planning and capacity needs	\$145,465			\$145,465
Additional one-time contribution toward PSPRS unfunded liability	\$1,000,000			\$1,000,000
Increases in existing personnel costs for pay adjustments, salary study adjustments, and change in insurance and pension rates	\$891,745			\$891,745
Increases in fuel costs	\$126,550			\$126,550
Increases in liability and property insurance premiums	\$110,000			\$110,000
Increases in contingency for possible grant awards and grant writing	\$326,530			\$326,530
Increases for election costs	\$45,480			\$45,480
Increases in indirect cost allocations (allocations result in double counting of expenditures, not an increase in payments to employees or vendors)	\$532,070			\$532,070
Net increases in other CIP projects		\$78,780		\$78,780
Other miscellaneous changes	(\$143,140)			(\$143,140)
FY 2023 Tentative Budget	\$49,959,990	\$55,785,050	\$0	\$105,745,040
% Change	17%	181%	-100%	47%

⁽¹⁾ Community Budget Survey: Additional SUPs supported and ranked #4 out of 5 for priority.

⁽²⁾ Community Budget Survey: 78% support property acquisition and ranked #5 out of 5 for priority. Ranking of possible uses was open space preservation, tactical uses, community gathering spaces, and strategic locations.

⁽³⁾ Community Budget Survey: 62% want to continue to prioritize funding in this area and ranked #2 out of 5 for priority.

⁽⁴⁾ Community Budget Survey: 71% support additional funding in this area and ranked #1 out of 5 for priority.



ANNUAL BUDGET

FY 2022-2023



**City Council Meeting
Tentative Budget
July 12, 2022**

FY 2022-23 Budget Calendar

	Participants	Date
Operating & Capital Improvement Program (CIP) Budget Trainings CIP Budget Kickoff Meeting	Staff	December 15, 2021
Operating Budget Kickoff Meeting	Staff	December 16, 2021
City Council Retreat	Council, Staff	January 4-6, 2022
CIP Requests Due	Staff CIP Team	January 13, 2022
Community Budget Survey Open	CMO, Finance	January 18 – February 1, 2022
Review of CIP Project Submittals	Staff CIP Team	January 20, 2022
Presentation of Long-Range Forecast	Council, Staff	January 25, 2022
Operating Budgets, Decision Packages, Final CIP Requests Due	Staff	February 3, 2022
Review of Revenue Projections	Chamber, Staff	February 24, 2022
City Manager Review with Departments	CM, Staff	March 3-10, 2022
1st Public Hearing for Home Rule Election	Council, CMO, Finance	March 8, 2022
2 nd Public Hearing & Council Vote on Home Rule Election	Council, CMO, Finance	March 22, 2022
Proposed Budget Distributed to City Council	Finance	May 12, 2022
City Council Work Sessions	Council, Staff	May 18-19, 2022
City Council Adoption of Tentative Budget	Council, Staff	June 28, 2022 July 12, 2022
City Council Adoption of Annual Update to Pension Funding Policy	Council, Staff	June 28, 2022
Board Adoption of Tentative CFD Budget	Board, Staff	June 28, 2022 July 12, 2022
Election Day		August 2, 2022
City Council Adoption of Budget	Council, Staff	August 9, 2022
Board Adoption of Final CFD Budget	Board, Staff	August 9, 2022



Revenue Forecasts

Special Thanks for Input Provided

Cari
Meyer

Molly
Spangler

Candace
Strauss



**FY 22-23
ANNUAL BUDGET**





Community Survey

Special Thanks for Input Provided



**FY 22-23
ANNUAL BUDGET**





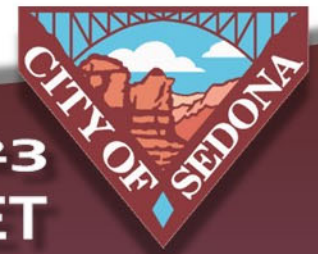
FY 2023 Budget is Balanced⁽¹⁾

All Funds	FY 2023 Budget (in millions)
Estimated July 1, 2022 Fund Balances	\$103.7
Estimated Revenues	70.6
Estimated Other Financing Sources	10.0
Less Estimated Policy Reserves as of June 30, 2023:	
Operating Reserves ⁽²⁾	(9.3)
Capital Reserves	(19.4)
Equipment Replacement Reserves	(3.6)
Major Maintenance Reserve	(0.5)
Streets Fund Reserve	(0.3)
Reserve for Loans	(7.3)
Total Resources Available	\$151.2
Budgeted Expenditures	(105.7)
Excess Resources Available	\$45.5

⁽¹⁾ Based on Arizona definition of adequate available resources to cover budgeted expenditures.

⁽²⁾ Reserves fully funded in accordance with policy.

**FY 22-23
ANNUAL BUDGET**



Revenues by Fund (in Thousands)

Fund	Ongoing Revenues			One-Time & Contingent Revenues			Total Revenues		
	FY2023 Tentative	FY2022 Budget	% Change	FY2023 Tentative	FY2022 Budget	% Change	FY2023 Tentative	FY2022 Budget	% Change
General	\$49,001	\$37,380	31%	\$ 256	\$ 193	33%	\$49,257	\$37,573	31%
Streets	1,315	1,032	27%	-	-	0%	1,315	1,032	27%
Affordable Housing	87	93	-7%	-	-	0%	87	93	-7%
Grants, Donations & Restricted	116	46	153%	2,309	2,193	5%	2,425	2,239	8%
Transportation Sales Tax	5,293	4,010	32%	-	-	0%	5,293	4,010	32%
Capital Improvement	431	438	-2%	-	1,800	-100%	431	2,238	-81%
Development Impact Fees	466	384	21%	148	160	-8%	614	544	13%
Art in Public Places	2	1	175%	-	-	0%	2	1	175%
Public Transit	255	117	118%	489	985	-50%	743	1,102	-33%
Wastewater	7,861	6,931	13%	306	306	0%	8,167	7,239	13%
Information Technology	2,149	1,652	30%	110	73	50%	2,258	1,725	31%
Totals	\$66,975	\$52,085	29%	\$3,617	\$5,710	-37%	\$70,592	\$57,795	22%
% of Grand Total	95%	90%		5%	10%				



Revenues by Type

(in Thousands)

	FY2023 Tentative	FY2022 Budget	Increase/ (Decrease)	% Change
City Sales Taxes	\$36,570	\$27,971	\$8,599	31%
Bed Taxes	10,232	7,029	3,203	46%
State Shared Revenues	5,301	4,313	988	23%
Other Intergovernmental	2,985	5,135	(2,150)	-42%
Wastewater Charges for Services	6,248	6,047	201	3%
Other Miscellaneous	8,789	7,061	1,728	24%
Contingent Revenues	500	239	261	109%
Totals	\$70,595	\$57,795	\$12,800	22%

**FY 22-23
ANNUAL BUDGET**



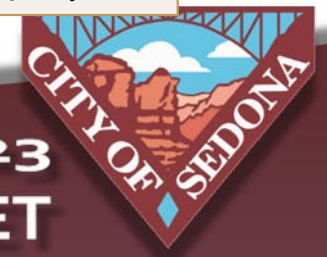


Revenues Changes

(in Thousands)

FY 2022 Budget	\$57,795
City sales tax increase	8,599
Bed tax increase	3,203
State shared revenues increase	988
Congressionally Directed Funding decrease	(1,400)
Transit grants decrease	(394)
Capacity fees increase	452
Information Technology internal charges increase	532
Contingent revenues increase	261
Miscellaneous increases	559
FY 2023 Budget	\$70,595

**FY 22-23
ANNUAL BUDGET**



Expenditures by Fund

(in Thousands)

Fund	Ongoing Expenditures			One-Time & Contingent Expenditures			Total Expenditures		
	FY2023 Tentative	FY2022 Budget	% Change	FY2023 Tentative	FY2022 Budget	% Change	FY2023 Tentative	FY2022 Budget	% Change
General	\$22,205	\$20,685	7%	\$6,216	\$2,694	127%	\$ 28,331	\$23,379	21%
Streets	2,166	1,911	13%	135	166	-19%	2,301	2,077	11%
Affordable Housing	352	557	-37%	1,050	2,100	-50%	1,402	2,657	-47%
Grants, Donations & Restricted	85	25	243%	2,299	2,193	5%	2,384	2,218	7%
Transportation Sales Tax	148	116	28%	377	-	∞	526	116	354%
Capital Improvement	-	-	0%	41,294	11,274	266%	41,294	11,274	266%
Development Impact Fees	45	-	∞	5,327	3,132	70%	5,372	3,132	72%
Art in Public Places	-	-	0%	361	136	165%	361	136	165%
Public Transit	2,342	872	169%	1,697	2,188	-22%	4,040	3,060	32%
Wastewater	5,144	4,350	18%	12,492	8,439	48%	17,636	12,789	38%
Information Technology	1,982	1,731	14%	119	123	-4%	2,100	1,854	13%
Totals	\$34,469	\$30,246	14%	\$71,276	\$32,446	120%	\$105,745	\$62,693	69%
% of Grand Total	33%	48%		67%	52%				

Expenditures by Type

(in Thousands)

	FY2022 Budget	FY2023 Base	Increase/ (Decrease)	% Change	Decision Packages & Other Adj.	Total FY2023 Tentative
Ongoing:						
Personnel	\$15,890	\$17,180	\$ 1,290	8%	\$ 574	\$ 17,755
Operations	14,356	15,948	1,592	11%	767	16,714
Subtotal Operational Costs - Ongoing	30,246	33,128	2,882	10%	1,341	34,469
One-Time:						
Personnel	38	121	83	218%	1,077	1,198
Operations	1,927	2,698	771	40%	282	2,981
Subtotal Operational Costs – One-Time	1,965	2,819	854	43%	1,359	4,179
Subtotal All Operational Costs	32,211	35,947	3,736	12%	2,701	38,648
Capital Improvement Projects ⁽¹⁾	19,875	62,115	42,239	213%	(6,330)	55,785
Debt Service	5,830	7,813	1,983	34%	-	7,813
Contingencies	4,777	2,795	(1,982)	(41%)	704	3,499
Totals	\$62,693	\$108,670	\$45,977	73%	(\$2,925)	\$105,745

⁽¹⁾ Does not include projects funded by the Community Facilities Districts. Those projects will be included in the budget proposals for those separate entities.



Salary & Benefit Changes

(in Thousands)

FY 2022 Budget	\$15,928
Decision Packages	975
Increase for one-time temp positions	158
Wage adjustments	800
Health insurance 6% rate increase	50
ASRS 2% rate decrease	42
Increase to PSPRS level-funding approach ⁽¹⁾	100
Increase for Prop 207 contribution toward PSPRS unfunded liability	51
Additional one-time contribution to PSPRS	1,000
Increase to vacancy savings offset	(209)
Increase to other benefits	58
FY 2023 Budget	\$18,953

⁽¹⁾Using the pension funding model developed by the actuaries assumptions about turnover/retirements, pay adjustments, and investment portfolio performance, a \$1.1M level-payment has been estimated to achieve 100% funded by 2037.

**FY 22-23
ANNUAL BUDGET**



Decision Packages Included – Salary & Benefits

Department	Description	Increased FTEs	One-Time Costs	Ongoing Costs	Totals
City Manager's Office	Webmaster	1.00	\$ -	\$111,580	\$111,580
City Manager's Office	Short-Term Rental Specialist	1.00	-	87,710	87,710
Financial Services	Budget & Financial Analyst	1.00	-	105,570	105,570
Public Works	Custodial Maintenance Worker	1.00	-	63,650	63,650
Public Works	Grants Analyst	0.50	-	51,530	51,530
Police	Communications Specialist	1.00	-	96,550	96,550
Total General Fund		5.50	\$ -	\$516,590	\$516,590
City Manager's Office	Housing Coordinator	1.00	\$ -	\$ 83,980	\$ 83,980
Total Affordable Housing Fund		1.00	\$ -	\$ 83,980	\$ 83,980
Police	DUI Enforcement	OT only	\$ 2,500	\$ -	\$ 2,500
Total Grants, Donations & Restricted Funds		0.00	\$ 2,500	\$ -	\$ 2,500
Public Transit	Grants Analyst	0.50	\$ -	\$ 51,510	\$ 51,510
Total Public Transit Fund		0.50	\$ -	\$ 51,510	\$ 51,510
Wastewater	Wastewater Inspector	1.00	\$ -	\$ 98,690	\$ 98,690
Wastewater	Preventative Maintenance Technician	1.00	-	77,920	77,920
Total Wastewater Fund		2.00	\$ -	\$176,610	\$176,610
Information Technology	IT Help Desk/Systems Engineer	1.00	\$ -	\$144,300	\$144,300
Total Information Technology Fund		1.00	\$ -	\$144,300	\$144,300
Total All Funds		10.00	\$ 2,500	\$972,990	\$975,490

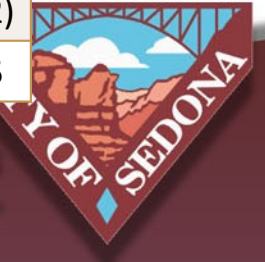


Operations Changes

(in Thousands)

FY 2022 Budget	\$16,283
Decision Packages	760
Reduction in SCC&TB contract	(430)
Increase for Transit implementation	1,629
Increase to fuel costs (not including Transit)	127
Increase to indirect cost allocations for Information Technology	532
Add legislative advocate	75
Increase for service contracts including Historical Society	47
Add evacuation planning and modeling	250
Sustainability program increases	269
Increase liability and property insurance premiums	110
Increase for election costs	45
Miscellaneous decreases	(2)
FY 2023 Budget	\$19,695

**FY 22-23
ANNUAL BUDGET**



Decision Packages Included – Operations

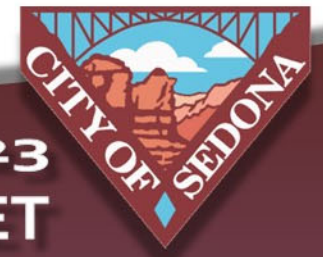
Department	Description	One-Time Costs	Ongoing Costs	Totals
City Manager's Office	Webmaster	\$ 2,000	\$ 1,700	\$ 3,700
City Manager's Office	Public Relations Professional Services	-	75,000	75,000
City Manager's Office	Home Hazardous Waste Expansion to Partner Cities	-	12,000	12,000
City Manager's Office	Energy Efficiency Upgrades & Monitoring Technology	85,000	-	85,000
City Manager's Office	Environmental Impact Assessment - OHVs	75,000	-	75,000
City Manager's Office	Green Procurement Audit & Surveying	10,000	-	10,000
City Manager's Office	Short-Term Rental Specialist	8,900	2,850	11,750
Financial Services	Budget & Financial Analyst	2,500	1,500	4,000
General Services	Grant Writing Professional Services	-	75,000	75,000
General Services	Sedona Historical Society Provider Agreement	-	75,000	75,000
General Services	Community Engagement	-	10,000	10,000
General Services	Translation/Interpretation Services	-	5,000	5,000
Police	Communications Specialist	500	1,500	2,000
Total General Fund		\$183,900	\$259,550	\$443,450
City Manager's Office	Housing Programs – STR>LTR Rental Incentives	\$240,000	\$ -	\$240,000
Total Affordable Housing Fund		\$240,000	\$ -	\$240,000
Police	VMS Speed & Message Trailer	\$ 24,000	\$ -	\$ 24,000
Total Grants, Donations & Restricted Funds		\$ 24,000	\$ -	\$ 24,000
Public Transit	Grants Analyst	\$ 3,900	\$ 4,550	\$ 8,450
Total Public Transit Fund		\$ 3,900	\$ 4,550	\$ 8,450
Wastewater	Wastewater Inspector	\$ 12,600	\$ 1,000	\$ 13,600
Wastewater	Preventative Maintenance Technician	3,600	1,600	5,200
Total Wastewater Fund		\$ 16,200	\$ 2,600	\$ 18,800
Information Technology	IT Help Desk/Systems Engineer	\$ 5,600	\$ 400	\$ 6,000
Multiple Departments	Computer Hardware/Software for New Positions	4,400	14,400	18,800
Total Information Technology Fund		\$ 10,000	\$ 14,800	\$ 24,800
Total All Funds		\$478,000	\$281,500	\$759,500



CIP Changes (in Thousands)

FY 2022 Budget	\$19,875
Arts & Culture increase	225
Information Technology decrease	(200)
Municipal Court increase	339
Parks & Recreation increase	186
Police decrease	(39)
Public Transit decrease	(813)
Public Works increase	18,310
Sedona in Motion increase	12,997
Storm Drainage increase	1,040
Streets & Transportation decrease	(573)
Sustainability increase	120
Wastewater increase	4,317
FY 2023 Budget	\$55,785

**FY 22-23
ANNUAL BUDGET**





Debt Service Changes

(in Thousands)

FY 2022 Budget	\$5,830
Decrease for refunding of Series 2012 bonds (new issue Series 2021 bonds)	(151)
Eliminate one-time issuance cost for Series 2021 bonds	(102)
Add Series 2022 bonds	1,232
Add placeholder for potential bonds for property acquisition	1,000
Change in Second Series 2015 bond payment	(3)
Increase in trustee administration fees	7
FY 2023 Budget	\$7,813

**FY 22-23
ANNUAL BUDGET**





Contingency Changes

(in Thousands)

FY 2022 Budget	\$4,777
Reduce affordable housing contingency to available balance	(1,290)
Reduce ARPA contingency based on available balance	(188)
Increase unknown grants contingency	200
FY 2023 Budget	\$3,499

**FY 22-23
ANNUAL BUDGET**



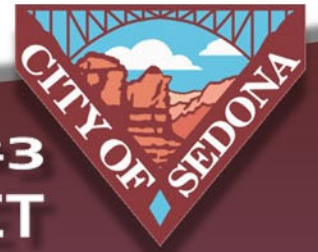


FY 2023 Contingencies Totals

(in Thousands)

	General Fund	Affordable Housing Fund	Grants, Donations, & Restricted Funds	Wastewater Enterprise Fund
General operating contingency	\$200	\$ -	\$ -	\$100
Affordable housing initiatives in development	-	810	-	-
ARPA funding	-	-	1,539	-
Unknown grants and donations	-	-	500	-
Judgments	100	-	-	-
Tourism management contract	250	-	-	-
Total Budgeted	\$550	\$810	\$2,039	\$100

**FY 22-23
ANNUAL BUDGET**





FY 2023 Inter-Fund Transfers

	Transfers In							
Transfers Out	Streets Fund	Affordable Housing Fund	Capital Improvements Fund	Art in Public Places Fund	Public Transit Enterprise Fund	Wastewater Enterprise Fund	Info. Tech. Internal Service Fund	Totals
General Fund	\$438,330	\$1,250,000	\$10,897,170	\$ -	\$5,244,750	\$3,200,000	\$43,950	\$21,074,200
Grants, Donations & Restricted Funds	-	-	-	-	-	1,914,000	-	1,914,000
Transportation Sales Tax Fund	-	-	7,948,670	-	3,051,500	-	-	11,000,170
Capital Improvements Fund	-	-	-	16,750	-	-	-	16,750
Totals	\$438,330	\$1,250,000	\$18,845,840	\$16,750	\$8,296,250	\$5,114,000	\$43,950	\$34,005,120

**FY 22-23
ANNUAL BUDGET**



Capital Improvements by Category

(including 1% Arts Transfers and CFD Funding)
(In Thousands)

Category	Carryover	New Appropriation	FY 2023 Tentative
Sedona in Motion	\$14,791	\$ 7,862	\$22,652
Public Works	-	20,161	20,161
Wastewater	1,692	5,788	7,480
Police	132	997	1,129
Storm Drainage	648	397	1,045
Public Transit	954	403	1,357
Parks & Recreation	361	645	1,006
Streets & Transportation	-	455	455
Arts & Culture	302	58	361
Sustainability	-	120	120
Municipal Court	127	213	339
Total	\$19,007	\$37,098	\$56,105

Capital Improvements by Funding Source

Funding Source	FY 2023 Tentative
Unrestricted:	
Capital Reserves	\$10,371
Restricted:	
Debt Financing ⁽¹⁾	24,988
Transportation Sales Tax	8,817
Wastewater Revenues/Equipment Replacement Reserve	5,566
Development Impact Fees Funds	2,796
Grants	2,439
1% for Arts	361
Community Facilities Districts	303
Yavapai County Flood Control	300
Court Restricted Revenues	165
Total	\$56,105

⁽¹⁾ Assumed the \$25M bond proceeds will be fully spent by 6/30/24.

Council Priorities Included

Priority Item	Budget Location	FY2023 Budget Amount ⁽¹⁾
Complete various traffic improvements	CIP	\$22,652,250
Transit	CIP	\$1,356,900
	<u>Operations</u>	<u>\$2,682,840</u>
	Total	\$4,039,740
Affordable/workforce housing	Affordable Housing Fund	\$810,000 contingency \$591,790 in operations \$4,600,000 in balance sheet loans
Environmental stewardship/sustainability	CIP	\$10,394,630
	CMO	\$ 1,063,680
	P&R	\$ 1,030
	PW	\$ 108,550
	<u>General Services</u>	<u>\$ 307,410</u>
	Total	\$11,875,300
SCC&TB contract review	Council	Council time only
Trailhead congestion/impact to neighborhoods	Transit	See above
	PW/PD	Staff time only
Improve citizen communications/relations	CMO	\$536,330
	<u>General Services</u>	<u>\$ 15,000</u>
	Total	\$551,330
Manage impact from short-term rentals	CMO	\$201,990
Economic diversification	Economic Development	\$389,040
Emergency preparedness	General Services	\$250,000
Community Plan update	Community Development	\$269,570
Other property acquisitions	CIP	\$20,020,000
Accelerate Brewer Road Park build-out	CIP	\$738,080
Homelessness	CMO	Staff time only
Environmental impact study on OHVs/USFS trail access based on capacity analysis	CMO	Included in Sustainability

⁽¹⁾ Only includes costs for program staff time. Other city staff time not included.



Next Step - Final Budget Adoption August 9, 2022

**FY 22-23
ANNUAL BUDGET**





**CITY COUNCIL
AGENDA BILL**

**AB 2830
July 12, 2022
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action regarding the approval of an underground utility easement for Arizona Public Service (APS) to allow the construction of Electric Vehicle Supply Equipment (EVSE) at Posse Grounds Park.

Department	City Manager’s (Sustainability)
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	A. Signed Electrify America Charging Station Site License Agreement B. The City of Sedona – APS Utility Easement (APN 408-25-339B)

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required	\$ 0
City Manager’s Recommendation	Approve the APS underground utility easement to allow the construction of electric vehicle chargers at Posse Grounds Park.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Transitioning towards electric vehicles is a method to reduce overall carbon emissions in the community. The Sedona Climate Action Plan (CAP) identifies “increase[ing] fuel efficiency and clean fuel use” as one strategy of reducing emissions in the transportation and land use sector. The expansion of electric vehicle supply equipment (EVSE) promotes the usage of electric vehicles by reducing range anxiety and making it easier to charge.

If approved, two EVSE stations with two charging ports each would be installed. This will provide a total of four chargers at Posse Grounds Park. The City currently has six chargers (four at City Hall and two at a Jordan Road public parking lot). The installation is part of Arizona Public Service’s (APS) Take Charge program and comes at no cost to the City.

The City Manager has already signed an agreement with Electrify America for this project, which is attached as **Exhibit A** to this Agenda Bill. This agreement outlines the terms and conditions for the charging pilot agreement at 525 Posse Ground Rd, Sedona, AZ 86336 (APN 408-25-339B). The proposed underground utility easement is attached as **Exhibit B** to this Agenda Bill. This easement will grant APS the right to construct, repair, and maintain

underground utility lines to the aforementioned EVSE. A permit for construction at this site has already been issued.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Reject the easement, ending the development of electric vehicle chargers at Posse Grounds Park.

MOTION

I move to: approve the APS underground utility easement to allow the construction of Electric Vehicle Supply Equipment (EVSE) at Posse Grounds Park.

CHARGING STATION SITE LICENSE AGREEMENT

This CHARGING STATION SITE LICENSE AGREEMENT (the “Agreement”), dated as of 9/13/2021 (the “Effective Date”), between CITY OF SEDONA, ARIZONA, an Arizona municipal corporation (“Licensor”) whose address 102 Roadrunner Drive, Sedona, Arizona 86336, and ELECTRIFY AMERICA, LLC, a Delaware limited liability company (“Licensee”), whose address is 2003 Edmund Halley Drive, Suite 200, Reston, Virginia 20191.

RECITALS

- A. Licensee wishes to create electric charging stations for electric vehicles throughout the United States at various locations;
- B. Licensor desires to participate in Licensee’s network of charging stations for electric vehicles in the United States;
- C. This Agreement sets forth the parties agreement with respect to Licensor’s license to Licensee.

AGREEMENT

1. Basic Provisions.

a. Property. The Licensor is the owner of the property commonly known as Posse Grounds Park, generally located at 525 Posse Ground Road, Sedona, Arizona 86336, and legally described in Exhibit “A-1(a)”, attached hereto and made a part hereof (the “Property”).

b. License Premises. The Licensor hereby licenses to Licensee approximately nine hundred (900) square feet, which will result in four (4) electric vehicle (“EV”) charging parking spaces and approximately eight hundred (800) square feet of landscaped or paved space for equipment (the “License Premises”) on the Property and as depicted on Exhibit “A-1(b)” attached hereto, together with all related equipment, in order to build an electric vehicle charging station (“Charging Station”) to charge electric vehicles.

c. Fee. Licensee hereby agrees to pay Licensor a license fee equal to \$0.00 per EV charging space per month, starting on the Commencement Date (as defined below) and continuing until the Expiration Date (as defined below) as consideration for the Agreement herein.

d. Term. The term (“Term”) of this Agreement shall commence on the Effective Date and end on the date that is ten (10) years from the Commencement Date (as extended from time to time, the “Expiration Date”).

e. Commencement. The “Commencement Date” shall mean the date on which the Charging Station is first operational.

f. Extension. One (1) option to extend the Term for a period of five (5) years, as set forth in Section 3 below.

g. Expansion. The option to expand the License Premises to include an additional five hundred (500) of adjacent square feet, as set forth in Section 4 below.

h. This Agreement covers only the License Premises and the areas contiguous thereto that are reasonably necessary to provide access to and from the License Premises and the Charging Station for the purpose of the construction, installation, maintenance, repair and operation of the Charging Station, by Licensee, together with any ancillary uses permitted herein, all in accordance with this Agreement.

2. **Termination.**

a. **By Licensee.** Licensee shall have the right to terminate this License at any time upon thirty (30) days prior written notice. In connection with any early termination, the Licensee shall comply with the Surrender obligations set forth below.

b. **By Licensor for Cause.** This Agreement may be terminated by the Licensor if the Licensee breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) days after receipt of written notice.

c. **Surrender.** Promptly following the expiration or termination of this Agreement, Licensee shall remove the Charging Station from the License Premises and restore the License Premises to its former condition, excluding ordinary wear and tear; provided, however, that any underground electrical wiring shall be capped off and secured, but not removed. For the avoidance of doubt, Licensee will not remove any equipment installed by a utility.

d. **No Further Obligations.** Upon any termination pursuant to this Section, both parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination (e.g., indemnity).

3. **Option to Extend.** Upon mutual agreement, Licensor and Licensee shall have the option identified in Section 1(f) above to renew this Agreement upon providing not less than sixty (60) days prior written notice of its intent to extend. In the event of an extension, this Agreement shall continue based upon the identical terms and conditions hereof.

4. **Expansion Option.** In the Licensor's sole discretion, Licensor may license additional adjacent square feet identified in Section 1(e) for EV charging parking spaces upon the same terms and conditions as the Premises. In the event Licensee wishes to exercise such option to expand the additional parking spaces, it shall provide written notice to Licensor. Licensor may permit Licensee to prepare plans and specifications for such additional space, pull the permits, and upon receipt of permits, build out such additional spaces with additional charging stations, at which time, such additional space shall be part of the Premises. In the event Licensee exercises such expansion option, the Fee set forth in Section 1(c) of this Agreement shall be applicable to each additional EV Charging Space under the expansion per month for the remainder of the Term.

5. **Charging Station.**

a. **Installation.** Upon execution of this Agreement, Licensor shall deliver possession of the License Premises to Licensee, and Licensee shall, at its sole cost and expense, construct the improvements described in, including the necessary underground utility improvements, and pursuant to the procedures set forth in Exhibit "A-1(b)" attached hereto and made a part hereof. The design, make, model, and manufacturer of the Licensee charging stations and their number and approximate locations are specified in Exhibit "A-1(b)". Licensee, at any time and for any reason during the term of this Agreement, may elect to upgrade, revise, alter, or swap any Charging Station installed in the Premises.

b. Construction. Licensee is solely responsible for supervising the construction and installation of the Charging Station, and shall have control over construction, scheduling, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. Before commencing installation of the Charging Station at the License Premises, Licensee shall give a copy of the anticipated construction schedule and installation plans to Licensor for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. No work will begin until plans have been approved by Licensor and all applicable permits and certifications have been obtained. Once approved, and after Licensee has provided Licensor with all necessary insurance certificates required by this Agreement, Licensee will, at its sole cost and expense, oversee and manage the installation of the Charging Station, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Licensee branded signage. Licensor shall allow Licensee and Licensee's agents to stage equipment in reasonable proximity to the License Premises to facilitate Licensee's construction at the Property; provided such staging shall not unreasonably interfere with Licensor's use of the Property. Licensee shall be permitted to reconfigure the existing parking spaces to meet the needs of Licensee and Licensee's end users. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the EV charging parking spaces.

c. Permits. Licensee will, at its sole cost and expense, obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Charging Station, and Licensor will reasonably cooperate upon request with Licensee's efforts to do so. Licensor shall provide such other reasonable assistance to Licensee where needed, including, without limitation, creating any necessary easement agreements with any utility provider where necessary, as determined by Licensee in its reasonable discretion. Licensor will provide staffing support to meet with Licensee at the License Premises as needed, and cooperate generally with Licensee during the planning, permitting, and construction of the Charging Station.

d. No Liens. Licensee will not permit or suffer any mechanic's or materialmen's or construction liens to attach to the License Premises as a result of the installation of the Charging Station. If such a lien attaches to the License Premises, Licensee shall remove or bond over such lien at Licensee's sole cost and expense, within twenty (20) days of Licensee receiving written notice thereof from Licensor.

e. Ownership by Licensee. Licensee shall either own or have a valid leasehold interest in the Charging Station, and as such, as between Licensor and Licensee, the Charging Station shall remain the sole property of the Licensee at all times, and Licensee shall have the right to remove all or a portion of the Charging Station at any time during the term of this Agreement, whether or not the Charging Station is considered a fixture and attached to the License Premises under applicable laws.

f. Charging Station Definition. For purposes of this Agreement, "Charging Station" shall mean all electrical and mechanical equipment, hardware, and software installed by Licensee, electrical wiring and/or cabling, equipment infrastructure, Licensee's signage and all supporting equipment, including without limitation concrete pads, protective bollards, and, if elected to be constructed by Licensee, a canopy covering the Premises.

g. **Additional Services.** Licensee may provide at the License Premises other ancillary or additional services to the Charging Station, as Licensee may elect to offer its customers from time to time during the Term. Additionally, Licensee and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the License Premises, including, without limitation, lighting and cameras.

h. **Right to Tow.** Licensee retains the right to remove any vehicle from the License Premises at any time and for any reason at Licensee's sole cost, in accordance with applicable law.

6. **Operation and Maintenance.** Except as otherwise provided in this Agreement, Licensee will, at its sole cost and expense, maintain and operate the Charging Station, including making all necessary maintenance, repairs, and replacements.

7. **Access.** Licensee's customers shall have free, unrestricted access to the License Premises when Posse Grounds Park is open to the public. Licensee and its employees and vendors may, at any time when Posse Grounds Park is open to the public during the Term, access the License Premises to maintain, inspect, repair or replace any portion of the Charging Station pursuant to its obligations under this Agreement.

8. **Right to Relocate.** Should Licensor desire to relocate Licensee on the Property, Licensor may do so as provided in this Paragraph 8. At Licensor's sole cost and expense reimbursable to Licensee, Licensor may require Licensee to relocate to other premises ("New Premises") within the Property; provided however, Licensor shall have no right to relocate Licensee for the purpose of leasing or licensing the License Premises to a tenant that will operate the License Premises as an electric vehicle charging station or so that Licensor may operate an electric vehicle charging station on the Premises. The New Premises will be reasonably comparable in location, proximity to the main entrance to the facility, size, visibility, and layout to the License Premises at Licensor's sole cost and expense, as the License Premises as of the date of Licensor's Notice (hereinafter defined). Licensor will reimburse Licensee all reasonable costs Licensee incurs to move Licensee's fixtures and equipment to the New Premises as well as costs incurred to secure new power at the New Premises. In the event Licensor elects to exercise the right of relocation, Licensor shall deliver written notice to Licensee identifying the location of the proposed New Premises at least one hundred twenty (120) days' prior to the date that Licensee is required to relocate to the New Premises ("Licensor's Notice"). Licensee shall have no obligation to vacate the License Premises until the New Premises is commissioned and fully operational.

9. **Signage.** Licensee may paint, place, erect, or construct signage, marks, or advertising devices in, on, or about the License Premises as Licensee shall deem necessary or appropriate in its sole discretion. Licensee shall be responsible at its own cost and expense to obtain any and all permits necessary for the installation of its signs. All signage shall be in accordance with all laws, rules and ordinances.

10. **Licensor Obligations regarding Property/Premises.** Licensor shall, at its sole cost and expense, take all actions necessary to maintain the License Premises, excluding each Charging Station, in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Property, including, without limitation, parking lot sweeping, parking lot snow and ice removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features at the Property. Licensor shall also be responsible, at its sole cost and expense, for the Property continuously being in compliance with all state and local parking laws, ordinances, requirements and rules, including, but not limited to, those relating to parking density should same be impacted by the installation of electric vehicle parking spaces as contemplated herein. Licensor shall be liable for any damage caused to the License Premises, including each Charging Station, which may be caused, directly or indirectly, by

Licensor, its employees, agents, contractors, or representatives. To the extent Licensor has actual knowledge of vandalism, Licensor shall promptly notify Licensee. For the avoidance of doubt, Licensor shall be under no obligation to maintain the Charging Station, signage or any other equipment installed by Licensee within the License Premises. However, if Licensor restripes the parking lot, inclusive of the License Premises, Licensor shall restripe the License Premises in a manner identical to Licensee's striping scheme in effect immediately prior to the restriping.

11. **Utility Availability.** Licensee shall be responsible for all electricity costs of the Charging Station. Licensee shall, at its sole expense, ensure that the Charging Station contains separately-metered electricity with Licensee as the customer of record for such meter. Licensee may charge its end users for electrical usage if market conditions permit. Licensor shall cooperate with Licensee to obtain electricity and any other utilities necessary to operate the Charging Station, including by reasonably granting appropriate easements to local utility providers; provided, however, that Licensor is not required to pay money to satisfy the requirements of the utility provider or Licensee associated with the provision of such utilities. Neither Licensor nor Licensee has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located at the License Premises, unless the cause of the interruption is covered by such party's indemnity provided for in Sections 23 and 24.

12. **Taxes.** Licensee is solely responsible for personal property taxes imposed on the Charging Station, and any other equipment installed by it at the Premises. All other real or personal property taxes related to the License Premises, including any increase in real estate taxes on the Property of which the License Premises is a part which arise from Licensee's improvements and/or Licensee's use of the License Premises, are the sole obligation of Licensor.

13. **Ownership of Drawings and Other Documents.** All documents prepared by or under the direction of Licensee pursuant to this Agreement, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by Licensee, and Licensee retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Licensee has and retains ownership of all of such Licensee's Intellectual Property rights therein, and Licensor has no right, and shall not obtain any right, in any Licensee Intellectual Property.

As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.

14. **Confidentiality/Publicity.** Neither party will use the other party's name, trademark or logo without such other party's prior written consent. If mutually agreed in writing, Licensee and Licensor may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by Licensee or other third parties, regarding the existence of the Charging Station and the status of the activities contemplated by this Agreement; provided that all such press releases

and statements and press conferences shall be approved in advance by the Licensor and Licensee. Nothing herein shall be deemed to require Licensor's consent to Licensee's disclosure of the location of the Charging Station to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. Licensor shall disclose the location of the Charging Station to the general public as part of a standard Property site map and/or directory.

15. **Licensor and Licensee Representations and Warranties.** Each of Licensor and Licensee hereby represent and warrant to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

16. **Licensor Representations, Warranties and Covenants.** Licensor represents that it is the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of Licensor. Licensor covenants that it shall not take any action that would interrupt the use of the License Premises or the Charging Station. Licensor further represents, warrants and covenants that it has obtained or it shall obtain any and all consents or approvals required in order for Licensor to enter into this Agreement and other rights and performance obligations under this Agreement, including, but not limited to consent from the Licensor's first lien holder to this License and any easements required herein, if necessary or required by such lien holder.

17. **Environmental Compliance.**

a. Licensor hereby represents, warrants and covenants that the Property is in compliance with all applicable law, rules and regulations relating to public health, worker or employee safety, or environmental conditions (including without limitation ambient air, wildlife or plant species, surface water or groundwater resources, or soil and other subsurface strata) on, under or around the Property, including without limitation: the federal Comprehensive Environmental Response Compensation and Liability Act, the federal Resource Conservation and Recovery Act, and all state and local counterparts thereto, along with any regulations or policies promulgated or issued thereunder (collectively "Environmental Laws"). Licensor also hereby represents, warrants, and covenants that there are no Hazardous Materials on, under, or around the Property or the Licensed Premises, and no Hazardous Materials have ever been released, disposed, spilled, discharged, abandoned, or leaked onto the Property or the Licensed Premises. For the purposes of this Agreement, "Hazardous Materials" include any and all substances, materials, pollutants, contaminants, or wastes (including petroleum and petroleum products) which are designated, classified, or regulated as a solid or hazardous waste, or as toxic, hazardous, or harmful to human health or the environment, or which becomes so designated, classified, or regulated under any local, state or federal Environmental Law (collectively "Hazardous Materials"). In the event Licensee discovers Hazardous

Materials on the Property and/or the License Premises while preparing for the installation of the Charging Station, Licensor and Licensee hereby acknowledge that Licensee shall have no liability for such Hazardous Materials, and that Licensee shall have no obligation to remediate the Property (or otherwise respond, or implement corrective action with respect, to such presence of Hazardous Materials) in accordance with applicable Environmental Laws. All obligations, responsibility, or liability with respect to the remediation, clean-up, management, or removal of any Hazardous Materials in accordance with applicable Environmental Laws, either, discovered on Property or the License Premises prior to the installation of the Charging Station or released, disposed, spilled, discharged, abandoned, or leaked onto the Property or the License Premises, shall be retained by the Licensor. Licensor shall not take any action that would result in the release, disposal, spill, discharge, abandonment, or leaking of any Hazardous Materials within the Property or the License Premises (except in accordance with applicable Environmental Laws) during the term of this Agreement. Additionally, in the event Hazardous Materials are found at the Property by Licensee, or Licensee determines that the Property is not in compliance with Environmental Laws, Licensee may, at its election: (a) require Licensor to remediate the Property in compliance with all applicable Environmental Laws; (b) relocate to a premises of similar size, location, and visibility elsewhere on the Property, at Licensor's cost and expense; or (c) terminate this Agreement immediately and remove the Charging Station and its equipment from the License Premises, at the cost and expense of Licensor, and Licensee shall have no further responsibility pursuant to the terms of this Agreement.

b. Licensee shall retain all liability arising from and responsibility to address, and the Licensor shall not assume such liability or responsibility for, Hazardous Materials or violations of Environmental Laws caused by Licensee's installation, operation, and maintenance of the Charging Stations, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).

18. **Licensee Insurance.**

a. During the Term of this Agreement, Licensee shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

i. Full replacement cost property Insurance (written on a "special perils" basis) for the Charging Station and all other personal property, machinery, equipment and trade fixtures owned by Licensee;

ii. Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000.00 per accident/per employee;

iii. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; Licensee shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Licensor, but only as to the negligent acts or omissions of Licensee or the Licensee Parties.

iv. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles; and

v. \$5,000,000.00 in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the License Premises, and resulting from the use of the Charging Station, the occupancy of the License Premises and/or the negligence of Licensee and its agents, contractors, employees or invitees, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b. With respect to Licensee's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Licensor as an additional named insured with respect to liability arising out of the ownership, maintenance or use of the Charging Station or the Premises.

c. Upon Licensor's written request, Licensee shall provide Licensor with a certificate of insurance and endorsement, evidencing the required coverages. Licensee shall have the right to "self insure" all or any portion of the foregoing insurance obligations.

19. **Licensor Insurance.**

a. During the term of this Agreement, Licensor shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

i. Full replacement cost Property Insurance (written on an "special perils" basis) for (1) the Property; and (2) all personal property, machinery, equipment and trade fixtures located at the Property or owned by Licensor; and

ii. Commercial General Liability insurance with a minimum combined single limit of liability of at least \$2,000,000 for personal injuries or deaths of persons occurring in or about the License Premises and Property.

b. Upon Licensee's written request, Licensor shall provide Licensee with a certificate of insurance and endorsement, evidencing the required coverages, stating that the insurance is primary with regard to Licensor and naming Licensee as an additional insured. Licensor shall have the right to "self insure" all or any portion of the foregoing insurance obligations.

20. **Policy Requirements.** The insurance policies required under Sections 20 and 21 shall:

a. be issued by insurance companies or risk retention pools authorized to do business in the state in which the Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Commencement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies;

b. contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein.

21. **Waiver.** Anything in this Agreement to the contrary notwithstanding, to the extent covered by any property insurance maintained (or required to be maintained) hereunder, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Property, the License Premises, the Charging Station and/or the personal property of either party, or their respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

22. **Casualty and Condemnation.**

a. **Damage.** If the License Premises, any portion of the Charging Station or any portion of the Property that adversely affects the use of the Charging Station is damaged by fire or other casualty, then either Licensor or Licensee may, within thirty (30) days of the date of such fire or other casualty elect to terminate the Agreement on written notice to the other party. If Licensee elects to repair its property, it shall restore, rebuild, or replace those portions of the Charging Station in the License Premises and any other property damaged as a result of such fire or other casualty to its prior or better condition as necessary, and all property insurance proceeds of Licensor applicable to the License Premises shall be made available to Licensee in connection with such repair and restoration. If Licensee elects to terminate the Agreement, it shall remove all of Licensee's property from the License Premises in accordance with Section 5 of this Agreement. Any repair and restoration required by Licensee under this Section 24 shall commence within sixty (60) days of the date Licensee elects to repair and restore the License Premises and shall be completed no later than 120 days thereafter, if reasonably possible.

b. **Condemnation/Taking.** If any portion of the License Premises or Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect the use of the Charging Station, then Licensee may elect to terminate this Agreement effective as of the date title to the condemned portion of the Property is transferred to the condemning authority. If Licensee does not elect to terminate, the parties will use commercially reasonable efforts to find an alternate location for the Charging Station elsewhere on the Property. The costs of the relocation of the Charging Station shall be paid by Licensee. Licensee may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation; provided, however, in no event shall such claim reduce the Licensor's award related to the condemnation or taking.

c. **Suspension of Term.** During any time that the Charging Station or any portion of the License Premises is under repair or being relocated pursuant to a casualty or condemnation, the Term shall be temporarily suspended on a day-for-day basis.

23. **Licensee's Indemnity.** Subject to Section 24 and Section 25, Licensee shall indemnify and hold harmless Licensor, its directors, employees, and agents from and against all third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any breach by Licensee of its obligations, representations or warranties under this Agreement, or (ii) the operation of the Charging Station during the Term, except to the extent arising out of or resulting from any willful misconduct or negligence in the operation of the Charging Stations by Licensor or any installation activities conducted by a contractor or other service provider designated by Licensor. The obligations of

Licensee under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term. Licensee shall be liable for any damage caused to the Property or License Premises which may be caused, directly or indirectly, by Licensee, its employees, agents, contractors, or representatives.

24. **Licensor's Indemnity.** Subject to Section 23 and Section 25 hereof, Licensor shall indemnify and hold harmless Licensee, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees from and against all third party Losses that arise out of or result from (i) any willful misconduct or negligence of Licensor in connection with this Agreement or (ii) any breach by Licensor of its obligations, representations or warranties under this Agreement. The obligations of Licensor under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.

25. **Limitation of Licensor and Licensee Liability.** In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or to such other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Excluding (A) each Party's indemnity obligations stated in Section 23 and 24 and (B) either Party's fraud or willful misconduct, for which, in the case of subsentence (A) or (B) there shall be no cap on liability, each party's total liability for any and all liability to the other party and to such other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on an aggregate basis) arising out of or in connection this Agreement whether in contract or in tort (including negligence and strict liability) shall not exceed the greater of ONE MILLION DOLLARS (\$1,000,000.00) or, if insurance coverage is applicable, the insurance coverage limits required under this Agreement. The provisions of this Section 25 shall apply to the full extent permitted by law and shall survive termination of this Agreement.

26. **Default.** Each of the following shall constitute an "Event of Default" by Licensor or Licensee, as applicable, under this License:

a. The failure by either Licensee or Licensor to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot be reasonably cured within said thirty (30) day period, then Licensee or Licensor, as applicable, shall have such additional time as is reasonably required to cure such failure, provided, Licensee or Licensor commences to cure such failure within such 30 day period and proceeds to cure such failure with diligence and continuity; or

b. The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Licensee or Licensor located at the License Premises if possession is not restored to Licensee or Licensor, as applicable, within sixty (60) days; or a general assignment by Licensee or Licensor for the benefit of creditors; or any action or proceeding commenced by or against Licensee or Licensor under any insolvency or bankruptcy act; or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Licensee or Licensor the same are not discharged within 60 days after the date of commencement.

27. **Remedies.** Licensors and Licensees acknowledge and agree that each party shall have all remedies available at law or in equity if the other party is in default under the terms of this Agreement. If an Event of Default has occurred and is continuing, then Licensor or Licensee, as applicable, in addition to any other remedies given at law or in equity may (a) bring an action to recover and regain possession of said License Premises in the manner provided by the laws of eviction of the State where the License Premises are located then in effect, or (b) seek damages for breach of this Agreement.

28. **Brokers.** In the event Licensor or Licensee utilizes a broker in connection with this transaction, the party that is responsible for engaging such broker shall indemnify and hold harmless the other party for any commissions and/or fees due or owing. The payment of any such commission and/or fee shall be the subject of a separate, independent agreement between such party and the broker.

29. **Survival of Covenants.** Termination of this Agreement or any Order shall not relieve either party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement or any Order, including its obligations under the following section headings: Ownership of Drawings and Other Documents, Confidentiality/Publicity, Environmental Compliance, Waiver, Licensee's Indemnity, Licensor's Indemnity, and Limitation of Licensor and Licensee Liability

30. **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

If to Licensee:

Electrify America, LLC
2003 Edmund Halley Drive, Suite 200
Reston, Virginia 20191
Attention: Christina Slayton

With a copy to (which shall not constitute notice):

Electrify America, LLC
2003 Edmund Halley Drive, Suite 200
Reston, Virginia 20191
Attention: Emily Durham, Esq.

If to Licensor:

City of Sedona
City Hall
102 Roadrunner Drive
Sedona, Arizona 86336
Attention: City Attorney

Each party may change its address for notice by giving notice thereof to the other party.

31. **Assignment.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this Agreement without first obtaining prior written consent of the other party, which may be withheld in such party's sole discretion; provided, however, that either party may assign its rights and obligations in and under the Agreement to an affiliate, subsidiary or successor by merger or acquisition or successor to all or substantially all of the assets of such party at any time and without consent. Further, Licensor expressly agrees that Licensee may, at any time and without prior written consent, assign this Agreement in its entirety to the Arizona Public Services Corporation on a form substantially similar to the attached Exhibit A-1(c), upon the assumption of which Electrify America will have no further rights, obligations, or liabilities; a copy of such assignment and assumption will be provided to Licensor.

32. **Miscellaneous.**

a. **Force Majeure.** Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control.

b. **Governing Law/Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State in which the License Premises is located without giving effect to conflict of law rules. The parties agree that any judicial action brought to enforce the terms or conditions of this Agreement shall be brought in a court of competent jurisdiction in Yavapai County, Arizona.

c. **Attorneys' Fees; Waiver of Jury Trial.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. The parties hereby waive any and all rights which either party may have to request or require that a jury determine any fact, matter, controversy, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.

d. **No Waiver.** The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

e. **No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

f. **Remedies.** The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under applicable law, in equity or otherwise.

g. Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.

h. Integration; Amendments. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

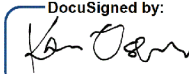
i. Counterpart/Electronic Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

j. Time is of the Essence. Time is of the essence in this Agreement.

In witness whereof, the parties hereto execute this Agreement as of the date first above written.

LICENSOR:

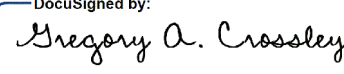
CITY OF SEDONA,
an Arizona municipal corporation

By: DocuSigned by: 
01AA6346FBB6418...
Name: Karen Osburn
Title: City Manager

LICENSEE:

ELECTRIFY AMERICA, LLC,
a Delaware limited liability company

By: DocuSigned by: 
BEEA76C71363482...
Name: Giovanni Palazzo
Title: President & CEO

By: DocuSigned by: 
F565B03301C54CE...
Name: Gregory A. Crossley
Title: Chief Financial Officer

**EXHIBIT A-1(a)
PROPERTY**

Real property in the City of Sedona, County of Yavapai, State of Arizona, described as follows:

APN #: 408-25-339B

AN IRREG PCL LYNG W OF THE CENTRLINE OF SOLDIERS PASS ROAD & E OF MISSION
HILLS & N OF SAN PATRICIO EATATES SEC 12-17-5E CONT 38. 12AC FEE SIMPLE TAXABLE
37.30AC EASEMENT .82AC

EXHIBIT A-1(b)
PREMISES

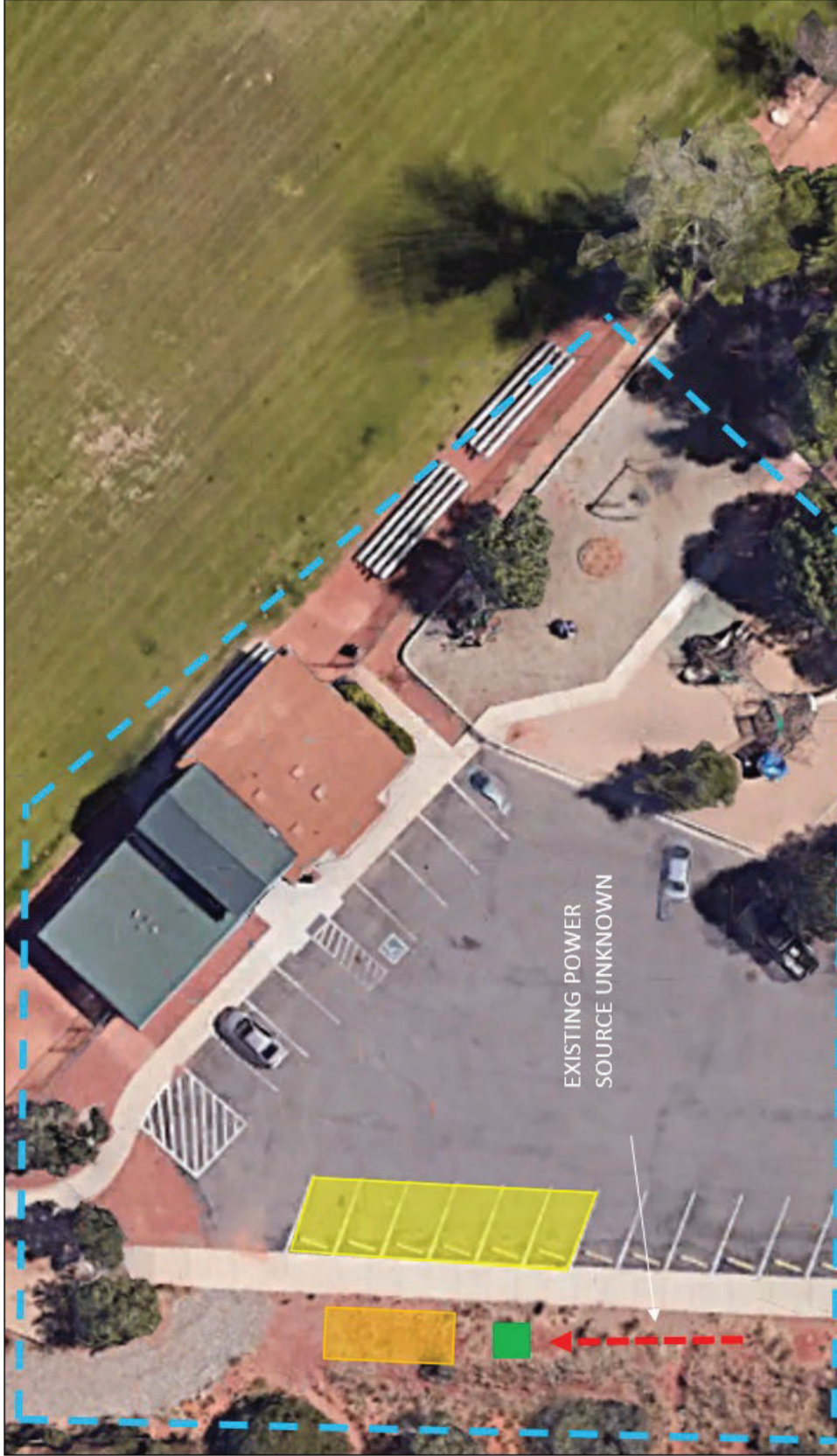


ELECTRIC VEHICLE CHARGING SITE PLAN



CITY OF SEDONA		DATE:	07/08/2021
PROPERTY NAME:	POSSE GROUNDS PARK	PDM NAME:	GLENN VINTI
ADDRESS:	525 POSSE GROUND ROAD	PDM PHONE #:	571-471-6096
CITY, STATE ZIP:	SEDONA, AZ 86336	UTILITY:	APS
SITE ID:	700026		

PROPOSED CHARGING AREA LAYOUT – OPTION 2



LEGEND	EXIST. POWER SOURCE	POSSIBLE EASEMENT	EQUIP. PAD	SURVEY AREA
				
				
	NEW TRANSFORMER	SECONDARY RUN	EV SPACES	

REFERENCE IMAGES – SITE



APS SWITCH VSC1101

LEGEND	EQUIPMENT PAD		EV SPACES	
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EXHIBIT A-1(c)
FORM OF ASSIGNMENT & ASSUMPTION AGREEMENT

This Assignment and Assumption of License Agreement and Licensor's Consent (the "Agreement"), is made as of this ____ day of _____, 20____, between, _____, whose address is _____, referred to as the "Licensor," and **Electrify America, LLC**, whose address is 2003 Edmund Halley Drive, Suite 200, Reston, VA 20191, referred to as the "Assignor," and **Arizona Public Service Company**, whose address is 400 North 5th Street, Phoenix, AZ 85004, referred to as the "Assignee."

Background

- A. The Licensor and the Assignor, as tenant, entered into a written license agreement dated _____, 20____ (the "License"), covering the premises located at _____, _____, Arizona, as such premises are more particularly described in the License (the "Demised Premises").
- B. A true and complete copy of the License is annexed to and made a part of this Agreement as **Schedule A**.
- C. The Assignor wishes to assign the License to the Assignee and the Assignee desires to assume the License from the Assignor.
- D. The Licensor is willing to consent to the assignment and assumption of the License, but only upon the terms and conditions set forth in this Agreement.

Agreement

Now, therefore, in consideration of the premises and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the Parties, it is agreed as follows:

1. **Background.** The Background section of this Agreement is incorporated herein by reference as if set forth at length.
2. **Defined Terms.** For purposes of this Agreement, the terms used in this Agreement as defined terms which are not herein defined shall have the meaning ascribed to such terms in the License.
3. **Assignment.** The Assignor assigns, transfers, and sets over unto the Assignee all of the Assignor's right, title, and interest in and to the License.
4. **Assumption.** The Assignee assumes the obligation of the Assignor for the full and punctual payment and performance of all of the terms, conditions, and covenants of the License on the Assignor's part as licensee thereunder to be paid and performed prospectively, including, but not limited to, the payment of rent, fees, and any other charges or sums required of the licensee to be paid under the License.

5. Consent to Assignment. Subject to the terms, covenants, and conditions of this Agreement, the Licensor consents to the assignment by the Assignor to the Assignee of all of the Assignor's right, title and interest in and to the License. The Licensor's consent may not be assigned.

6. Condition of Premises. No representations or warranties have been made by the Licensor to the Assignee regarding the condition of the Demised Premises. The Assignee represents, warrants and acknowledges that the Assignee is not relying upon any representation or warranty by the Licensor in entering into this Agreement.

7. License in Full Force. Except as expressly provided in this Agreement, all of the terms, conditions and covenants of the License shall remain in full force and effect and nothing in this Agreement shall be deemed to: (a) modify, waive or affect any of the terms, conditions or covenants of the License; (b) waive any breach of the License; (c) waive any of the Licensor's rights against any one liable for performance under the License; or (d) enlarge Landlord's obligations under the License.

8. No Defaults or Claims. The Assignor and the Assignee hereby certify and agree that: (a) the Licensor is not in default under any of the terms of the License; (b) all obligations and conditions under the License to be performed to date by the Licensor have been satisfied; (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Licensor under the License; and (d) the Assignor and the Assignee have no current defenses or claims against the Licensor or rights of offset against any rent, fees, or other charges payable under the License, or otherwise. The Licensor hereby certifies, without the benefit of any inspection or investigation, and reserves any rights with respect to any default that would be revealed by such an inspection or investigation, that to its actual knowledge that as of the date executed by Licensor below: (a) the Assignor, as licensee, is not in default under any of the terms of the License; (b) all obligations and conditions under the License to be performed to date by the Assignor, as licensee, have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Assignor, as licensee, under the License.

9. Limitation of Consent of Landlord. The Licensor's consent to the assignment shall not be deemed to be a consent to any other assignment of the License or any subletting of all or part of the Premises. The Licensor shall not be deemed a party to the assignment and assumption between the Assignor and the Assignee.

10. Indemnification. The Assignor and the Assignee shall jointly and severally indemnify, defend and save the Licensor harmless from and against any claims, suits, or damages (including, without limitation, reasonable attorney's fees) which may be asserted against the Licensor for brokerage commissions and/or similar commissions or fees in connection with this Agreement or otherwise in connection with the assignment.

11. Governing Law. This Agreement shall be governed by the laws of the State of Delaware. The Parties submit to the jurisdiction of the courts of the State of Delaware.

12. Entire Agreement. This Agreement and the License constitute the entire agreement between the Parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by the Parties.

13. **Miscellaneous.** In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, executors, administrators, personal or legal representatives, successors and permitted assigns, as the case may be.

15. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

16. **Authority.** The Parties signing this Agreement individually represent and warrant that they have the authority to sign this Agreement on behalf of the party for whom they are executing this Agreement and to bind such party to this Agreement.

Licensor
[NAME]

Assignor
Electrify America, LLC

Name:
Title:

Name:
Title:

Assignee
Arizona Public Service Corporation

Name:
Title:

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:

Utility Easement

Parties:

City of Sedona

and:

Airzona Public Service Company

Assessor's Parcel Number:

408-25-339B

County:

Yavapai

Exempt from Affidavit under
A.R.S. § 11-1134(A)(2)

NE 12 17N 05E
34.871053/-111.786743
408-25-339B
WA610213
JC/RT/RW

CITY OF SEDONA - APS UTILITY EASEMENT

CITY OF SEDONA, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

A parcel of land situated in Section 12, Township 17 North, Range 5 East, Gila and Salt River Meridian, Yavapai County, Arizona as described in State of Arizona Patent Number 54-98027-01, recorded in Book 2362, page 222, Official Records of Yavapai County, Arizona;

Except any portion lying east of the West right-of-way of Soldiers Pass Road.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain underground electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain underground telecommunication wires, cables, conduits, fixtures and related above ground facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to construct or maintain above ground electrical lines, or to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, CITY OF SEDONA a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ___ day of _____, 2022.

APPROVED AS TO FORM:

CITY OF SEDONA
a municipal corporation of the State of Arizona

City Attorney

By: _____
Print Name

Its: _____
Title

ATTEST:

Signature

City Clerk

STATE OF Arizona }
 } ss.
County of Yavapai }

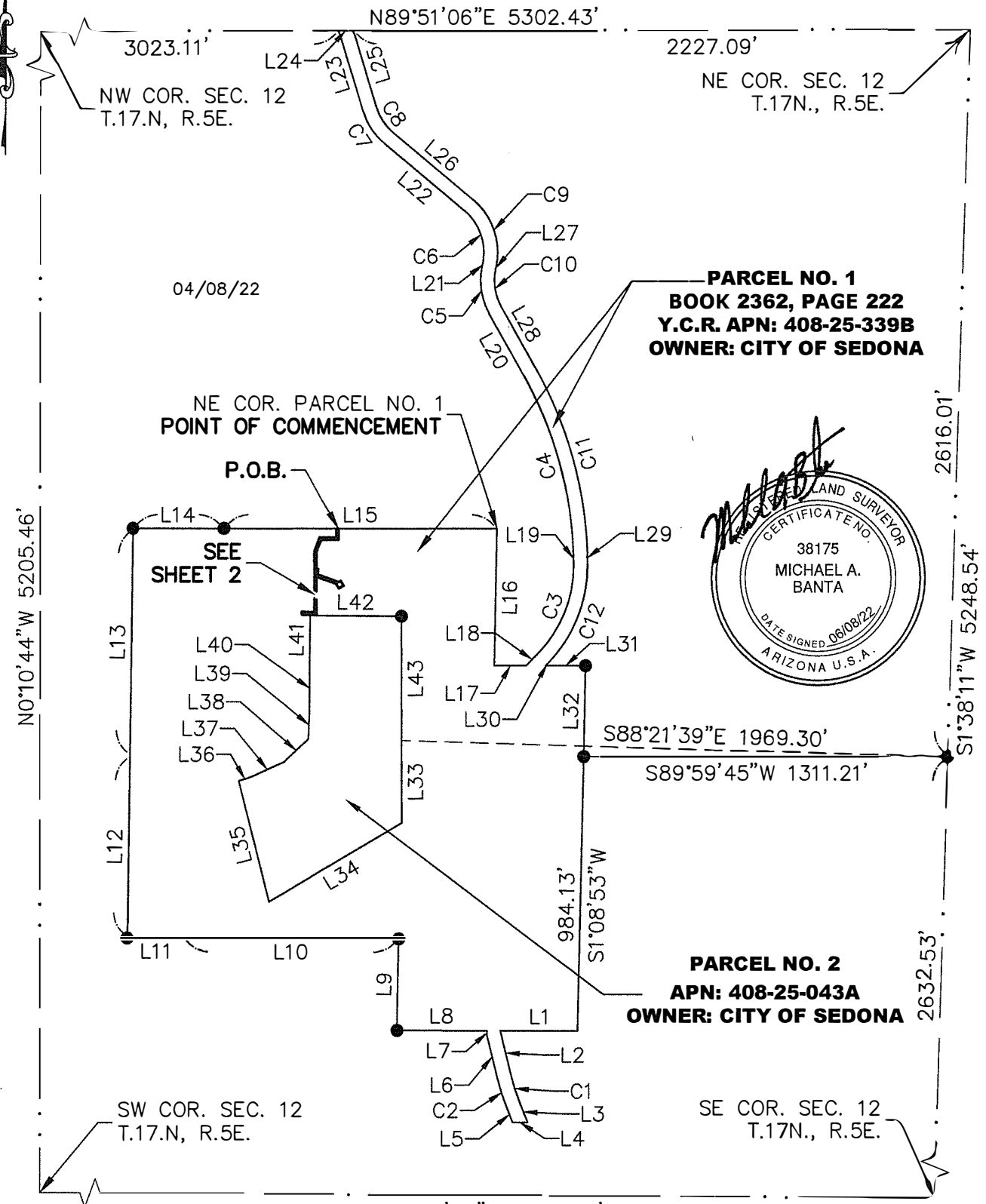
This instrument was acknowledged before me this ___ day of _____, 2022
by _____, on behalf of City of Sedona.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

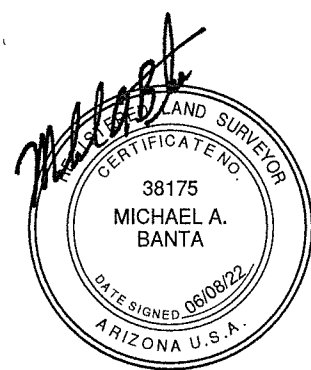
Notary Public

EXHIBIT "A"



PARCEL NO. 1
BOOK 2362, PAGE 222
Y.C.R. APN: 408-25-339B
OWNER: CITY OF SEDONA

PARCEL NO. 2
APN: 408-25-043A
OWNER: CITY OF SEDONA



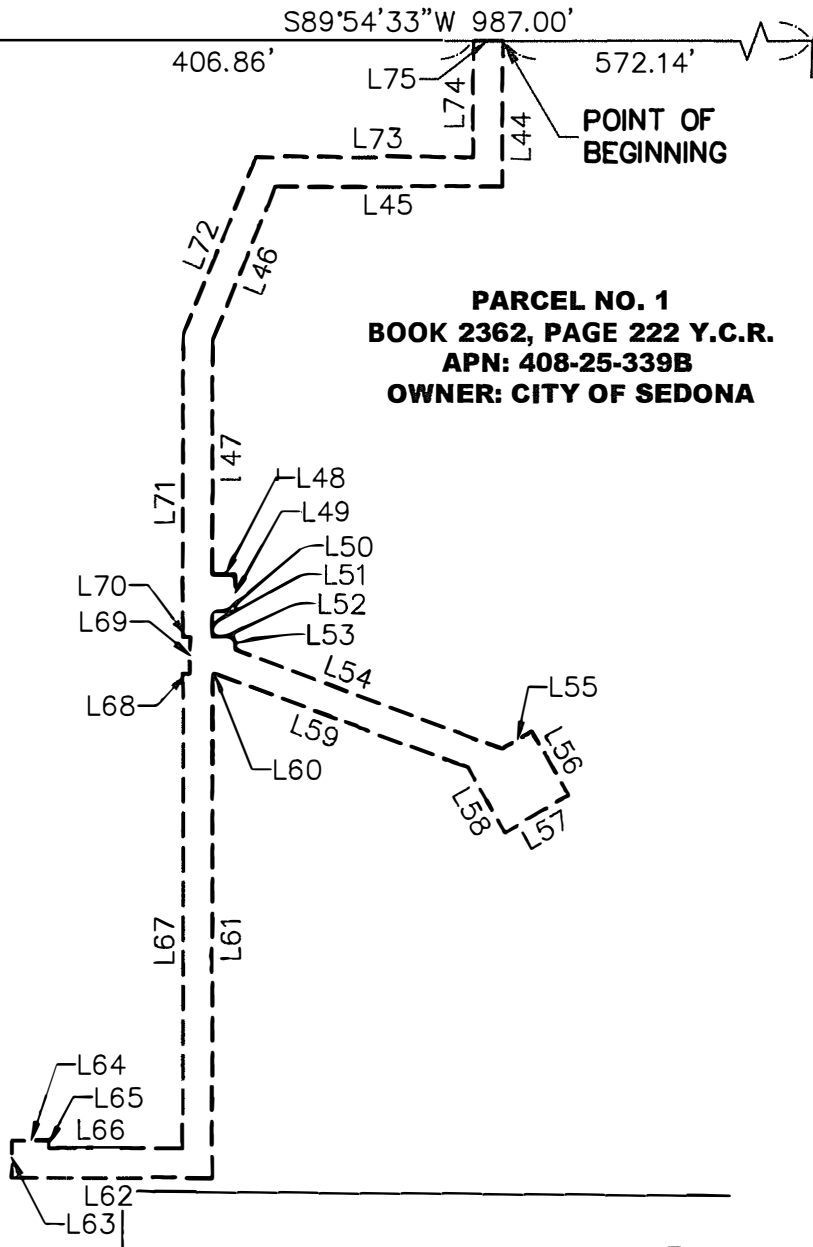
APS - FAST CHARGE
525 POSSE GROUND RD
SEDONA, AZ 86336

N89°41'46"W 5136.35'

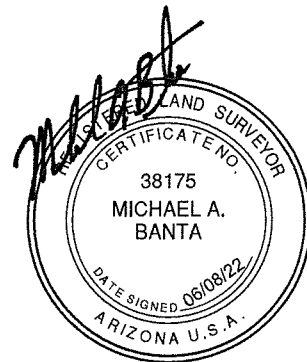
JOB# P5224	DWG: CITY OF SEDONA-POSSE GROUNDS	DATE: 06/08/22
SCALE: N.T.S.	DRAWN: CS	CHECK: MAB
		SHEET: 1 OF 7

EXHIBIT "A"

NE COR. PARCEL NO. 1
POINT OF COMMENCEMENT



PARCEL NO. 1
BOOK 2362, PAGE 222 Y.C.R.
APN: 408-25-339B
OWNER: CITY OF SEDONA



LEGEND

- FOUND 1/2" REBAR
- Y.C.R. YAVIPAI COUNTY RECORDS
- DOC. DOCUMENT NUMBER
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING

APS - FAST CHARGE
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SEDONA, AZ 86336

JOB# P5224	DWG: CITY OF SEDONA-POSSE GROUNDS	DATE: 06/08/22
SCALE: N.T.S.	DRAWN: CS	CHECK: MAB
		SHEET: 2 OF 7

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°53'16"W	278.16'
L2	S13°53'37"E	164.18'
L3	S21°49'32"E	81.04'
L4	N89°50'04"W	53.92'
L5	N21°49'32"W	60.86'
L6	N13°53'37"W	160.81'
L7	N01°00'57"E	15.36'
L8	N89°53'16"W	325.60'
L9	N00°53'45"E	327.60'
L10	N89°55'17"W	776.11'
L11	N89°53'31"W	201.94'
L12	N00°33'16"E	653.83'
L13	N00°33'36"E	816.25'
L14	N89°55'21"E	328.11'
L15	N89°54'33"E	987.00'
L16	S00°56'28"W	492.07'
L17	N89°58'26"E	115.19'
L18	N43°50'58"E	61.61'
L19	N01°52'33"W	24.44'
L20	N29°31'43"W	250.98'
L21	N11°45'35"E	8.77'
L22	N50°16'33"W	377.17'
L23	N16°59'41"W	302.52'
L24	N89°49'32"E	52.23'
L25	S16°59'41"E	287.40'

LINE TABLE		
LINE	DIRECTION	LENGTH
L26	S50°16'33"E	377.17'
L27	S11°45'35"W	8.77'
L28	S29°31'43"E	250.98'
L29	S01°52'33"E	24.44'
L30	S43°50'58"W	13.53'
L31	N89°58'17"E	143.65'
L32	S00°59'45"W	326.58'
L33	S00°12'50"E	295.75'
L34	S59°16'50"W	556.36'
L35	N14°10'52"W	446.70'
L36	N71°13'51"E	45.69'
L37	N65°26'41"E	129.38'
L38	N47°06'20"E	122.31'
L39	N01°37'32"E	100.66'
L40	N00°11'24"E	163.13'
L41	N00°19'26"E	180.03'
L42	S89°40'34"E	330.00'
L43	S00°12'51"E	446.76'
L44	S00°05'27"E	39.71'
L45	S89°54'33"W	61.86'
L46	S22°07'09"W	45.05'
L47	S00°05'27"E	63.70'
L48	N89°54'33"E	6.33'
L49	S00°05'27"E	10.00'
L50	S89°54'33"W	6.33'



**APS - FAST CHARGE
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SEDONA, AZ 86336**

JOB# P5224	DWG: CITY OF SEDONA--POSSE GROUNDS	DATE: 06/08/22
SCALE: N.T.S.	DRAWN: CS	CHECK: MAB
		SHEET: 3 OF 7

LINE TABLE		
LINE	DIRECTION	LENGTH
L51	S00°05'27"E	6.90'
L52	N89°54'33"E	6.33'
L53	S00°05'27"E	3.47'
L54	S69°52'03"E	77.44'
L55	N59°52'09"E	9.40'
L56	S30°07'51"E	20.00'
L57	S59°52'09"W	20.00'
L58	N30°07'51"W	20.23'
L59	N69°52'03"W	73.30'
L60	S89°54'33"W	0.80'
L61	S00°05'27"E	136.49'
L62	S89°54'33"W	54.22'
L63	N00°05'27"W	10.00'
L64	N89°54'33"E	10.00'
L65	S00°05'27"E	2.00'
L66	N89°54'33"E	36.22'
L67	N00°05'27"W	128.49'
L68	N89°54'33"E	1.86'
L69	N00°05'27"W	10.00'
L70	S89°54'33"W	1.99'
L71	N00°05'27"W	82.17'
L72	N22°07'09"E	51.99'
L73	N89°54'33"E	59.23'
L74	N00°05'27"W	31.71'
L75	N89°54'33"E	8.00'



**APS - FAST CHARGE
525 POSSE GROUND RD
SEDONA, AZ 86336**

JOB# P5224	DWG: CITY OF SEDONA--POSSE GROUNDS	DATE: 06/08/22
SCALE: N.T.S.	DRAWN: CS	CHECK: MAB
		SHEET: 4 OF 7

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	7°55'55"	710.79'	98.40'	S17°51'35"E 98.32'
C2	7°55'54"	760.79'	105.32'	N17°51'35"W 105.24'
C3	45°43'29"	453.27'	361.73'	N20°59'13"E 352.21'
C4	27°39'11"	1407.44'	679.28'	N15°42'09"W 672.71'
C5	41°17'20"	246.41'	177.57'	N8°53'03"W 173.75'
C6	62°02'00"	197.13'	213.43'	N19°15'25"W 203.16'
C7	33°16'52"	245.10'	142.37'	N33°38'07"W 140.38'
C8	33°16'55"	195.10'	113.33'	S33°38'09"E 111.74'
C9	62°02'05"	247.13'	267.57'	S19°15'31"E 254.69'
C10	41°17'22"	196.41'	141.54'	S8°53'06"E 138.50'
C11	27°39'09"	1457.44'	703.40'	S15°42'09"E 696.59'
C12	45°43'28"	503.27'	401.63'	S20°59'10"W 391.06'



**APS - FAST CHARGE
525 POSSE GROUND RD
SEDONA, AZ 86336**

JOB# P5224	DWG: CITY OF SEDONA-POSSE GROUNDS	DATE: 06/08/22
SCALE: N.T.S.	DRAWN: CS	CHECK: MAB
		SHEET: 5 OF 7

**LEGAL DESCRIPTION
ARIZONA PUBLIC SERVICE
CITY OF SEDONA – POSSE GROUNDS PARK**

AN EASEMENT WITHIN A PORTION OF ASSESSOR'S PARCEL NUMBER 408-25-339B, AS DESCRIBED IN PATENT NUMBER 54-98027-01, RECORDED IN BOOK 2362, PAGE 222, RECORDS OF YAVAPAI COUNTY, ARIZONA, SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL NO. 1, FROM WHICH THE NORTHWEST CORNER THERE OF BEARS SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 987.00 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL NO. 1, A DISTANCE OF 572.14 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 39.71 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 61.86 FEET;

THENCE SOUTH 22 DEGREES 07 MINUTES 09 SECONDS WEST, A DISTANCE OF 45.05 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 63.70 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 6.33 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 6.33 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 6.90 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 6.33 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 3.47 FEET;

THENCE SOUTH 69 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 77.44 FEET;

THENCE NORTH 59 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 9.40 FEET;

THENCE SOUTH 30 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 59 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 30 DEGREES 07 MINUTES 51 SECONDS WEST, A DISTANCE OF 20.23 FEET;

THENCE NORTH 69 DEGREES 52 MINUTES 03 SECONDS WEST, A DISTANCE OF 73.30 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 0.80 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 136.49 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 54.22 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 36.22 FEET;
THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 128.49 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 1.86 FEET;
THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 1.99 FEET;
THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 82.17 FEET;
THENCE NORTH 22 DEGREES 07 MINUTES 09 SECONDS EAST, A DISTANCE OF 51.99 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 59.23 FEET;
THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST, TO NORTH LINE OF SAID
PARCEL NO. 1, A DISTANCE OF 31.71 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE,
A DISTANCE OF 8.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 4,464 SQUARE FEET OR 0.102 ACRES, MORE OR LESS.



**CLOSURE REPORT
ARIZONA PUBLIC SERVICE
CITY OF SEDONA – POSSE GROUNDS PARK**

North: 1408376.2244' East: 732537.3679'
Segment #1 : Line
Course: S0° 05' 27"E Length: 39.71'
North: 1408336.5144' East: 732537.4309'

Segment #2 : Line
Course: S89° 54' 33"W Length: 61.86'
North: 1408336.4163' East: 732475.5710'

Segment #3 : Line
Course: S22° 07' 09"W Length: 45.05'
North: 1408294.6819' East: 732458.6081'

Segment #4 : Line
Course: S0° 05' 27"E Length: 63.70'
North: 1408230.9820' East: 732458.7091'

Segment #5 : Line
Course: N89° 54' 33"E Length: 6.33'
North: 1408230.9920' East: 732465.0391'

Segment #6 : Line
Course: S0° 05' 27"E Length: 10.00'
North: 1408220.9920' East: 732465.0549'

Segment #7 : Line
Course: S89° 54' 33"W Length: 6.33'
North: 1408220.9820' East: 732458.7249'

Segment #8 : Line
Course: S0° 05' 27"E Length: 6.90'
North: 1408214.0820' East: 732458.7359'

Segment #9 : Line
Course: N89° 54' 33"E Length: 6.33'
North: 1408214.0920' East: 732465.0659'

Segment #10 : Line
Course: S0° 05' 27"E Length: 3.47'
North: 1408210.6220' East: 732465.0714'

Segment #11 : Line
Course: S69° 52' 03"E Length: 77.44'
North: 1408183.9678' East: 732537.7797'

Segment #12 : Line
Course: N59° 52' 09"E Length: 9.40'
North: 1408188.6864' East: 732545.9096'

Segment #13 : Line
Course: S30° 07' 51"E Length: 20.00'
North: 1408171.3887' East: 732555.9491'

Segment #14 : Line
Course: S59° 52' 09"W Length: 20.00'
North: 1408161.3492' East: 732538.6515'

Segment #15 : Line
Course: N30° 07' 51"W Length: 20.23'
North: 1408178.8458' East: 732528.4965'

Segment #16 : Line
Course: N69° 52' 03"W Length: 73.30'
North: 1408204.0751' East: 732459.6752'

Segment #17 : Line
Course: S89° 54' 33"W Length: 0.80'
North: 1408204.0738' East: 732458.8752'

Segment #18 : Line
Course: S0° 05' 27"E Length: 136.49'
North: 1408067.5840' East: 732459.0916'

Segment #19 : Line
Course: S89° 54' 33"W Length: 54.22'
North: 1408067.4980' East: 732404.8717'

Segment #20 : Line
Course: N0° 05' 27"W Length: 10.00'
North: 1408077.4980' East: 732404.8558'

Segment #21 : Line
Course: N89° 54' 33"E Length: 10.00'
North: 1408077.5138' East: 732414.8558'

Segment #22 : Line
Course: S0° 05' 27"E Length: 2.00'
North: 1408075.5138' East: 732414.8590'

Segment #23 : Line
Course: N89° 54' 33"E Length: 36.22'
North: 1408075.5713' East: 732451.0789'

Segment #24 : Line
Course: N0° 05' 27"W Length: 128.49'
North: 1408204.0611' East: 732450.8752'

Segment #25 : Line
Course: N89° 54' 33"E Length: 1.86'
North: 1408204.0641' East: 732452.7352'

Segment #26 : Line
Course: N0° 05' 27"W Length: 10.00'
North: 1408214.0640' East: 732452.7194'

Segment #27 : Line
Course: S89° 54' 33"W Length: 1.99'
North: 1408214.0609' East: 732450.7294'

Segment #28 : Line
Course: N0° 05' 27"W Length: 82.17'
North: 1408296.2308' East: 732450.5991'

Segment #29 : Line
Course: N22° 07' 09"E Length: 51.99'
North: 1408344.3945' East: 732470.1751'

Segment #30 : Line
Course: N89° 54' 33"E Length: 59.23'
North: 1408344.4884' East: 732529.4050'

Segment #31 : Line
Course: N0° 05' 27"W Length: 31.71'
North: 1408376.1983' East: 732529.3548'

Segment #32 : Line
Course: N89° 54' 33"E Length: 8.00'
North: 1408376.2110' East: 732537.3548'

Perimeter: 1095.22' Area: 4464 Sq. Ft.
Error Closure: 0.0188 Course: S44° 35' 56"W
Error North: -0.01336 East: -0.01317

Precision 1: 58256.38





**CITY COUNCIL
AGENDA BILL**

**AB 2829
July 12, 2022
Regular Agenda**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding the third and final phase of the city’s Stormwater Master Plan Update, superseding the 2005 Stormwater Master Plan.

Department Public Works
Time to Present 15 minutes
Total Time for Item 30 minutes
Other Council Meetings June 22, 2021 (Proceed with Phase 3 of Stormwater Master Plan Update); February 22, 2005 (Acceptance of 2005 Stormwater Master Plan)
Exhibits A. Report

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required	\$ 0
City Manager’s Recommendation	Approve adoption of the 2022 Stormwater Master Plan Update.	Amount Budgeted	\$ N/A
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is recommending adoption of the 2022 Stormwater Master Plan Update (SWMPU) (Attached Exhibit A) to supersede the 2005 Stormwater Master Plan with its hydrology analysis/findings and identifying/prioritizing future CIP drainage projects. The scope of work for the recently completed third phase of the plan update included public outreach, hydraulic analysis, floodplain/floodway maps, flood profiles, floodway data tables, and determining 100-year storm event water surface elevations using the same vertical datum as our GIS. Our existing floodplain maps use an outdated vertical datum.

IGAs with the Yavapai County Flood Control District covered \$70,000 of the \$78,534 cost of Phase 1 during FY20 and will cover the entire \$177,623.40 cost of Phase 3 during FY22. Due to COVID-19 cutbacks during FY21, the city did not receive any funding from Yavapai County toward the \$99,988.50 cost for Phase 2 of the SWMPU.

Background: The existing Stormwater Master Plan for the City of Sedona was developed by Dibble and Associates and was completed in 2005. Many of the CIP drainage projects identified in the 2005 plan have been completed.

In September 2019, JE Fuller, Inc. was selected as our consultant for the SWMPU through a qualifications-based selection process to perform all three of the phases.

In FY20, we began an update of the 2005 Stormwater Master Plan (Phase 1). Phase 1 of the SWMPU included looking at facility improvements and priorities. This also accounted for the infrastructure completed since the 2005 Plan was complete and included a robust public outreach to identify new problem areas. There was also an Open House in Council Chambers on January 16, 2020. During FY21, we continued to update the Master Plan (Phase 2) to include hydrology and the study of existing conditions in problem areas. The estimated costs of potential improvements and final priorities were determined.

In FY22, we completed the SWMPU (Phase 3) including remapping of the local (non-FEMA) floodplains reduced by previous storm drainage improvement projects. Our existing floodplain maps and data are from a 1994 Floodplain Management Study that were completed by the Soil Conservation Service for the City of Sedona. It is imperative for the city to have accurate information regarding its local floodplains because the information is used to regulate private development and improvements within those floodplains. As an example, for a new home to be built within, or partially within a floodplain, the lowest finished floor of the structure needs to be elevated to a height at or above the 100-year base flood elevation. Further engineering analysis is required if part of the structure infringes on the floodway (the part of the drainage channel that carries the bulk of the runoff at higher velocities).

The photograph below shows flood damage that occurred to a property on Little Elf Drive on September 10, 2009 (note the vehicle on its side in front of the trailer). This flooding occurred prior to the construction of the Coffee Pot Drainage Basin Improvements Project (constructed in four phases between FY16 and FY19).



The following picture shows the sediment basin and inlet structure of the Coffee Pot Drainage Basin Improvements Project. This project spanned from the Bashas' Shopping Center to the city parcel at the north end of Little Elf Drive (completed June 2019). This project was identified in the 2005 Stormwater Master Plan. In the July 2021 storm event, this sediment basin did its job. More than 40 truckloads of debris were removed from this basin after the storm event.



An open house was held on June 29th, 2022 at the Brewer Road complex. 2,788 letters were sent to residents on June 15th, notifying them that there has been a change to the floodplain on their property, and inviting them to the open house, pointed them to our website to see how the parcel was impacted, and listed a hot line they could call to ask questions or get further assistance. Over 50 people attended the open house, and all left after receiving one on one discussion with staff. We have received 2 walk-ins to Public Works and over 40 phone calls to the hot line.

The new maps will be uploaded onto our GIS system to assist property owners and the information from the study will be made available to the public. Additional CIP projects will be budgeted in next fiscal year to further improve the city's storm drain system.

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

Climate Resilience on page 20, the goal is to ensure Sedona and its residents, businesses, visitors, facilities, and services are prepared for climate impacts, especially those at highest risk. This study covered the entire city and illustrates flooding that could occur in the 100-year (1% chance storm event) and the 500-year (0.5% chance) storm events. The information from this Study Update will be added to our GIS maps to further increase community capacity and awareness of climate change risks and impacts.

Chapter 5 of the Community Plan addresses the Environment. One of the five major goals of this chapter is to reduce the impacts of flooding and erosion on the community and environment. Key issues cited here include addressing the negative impacts of flooding which has resulted in property damage and other impacts, including negative impacts on habitat and the water quality of Oak Creek. Page 76 of the Community Plan provides a dedicated discussion of the importance of stormwater management and the prioritization of drainage improvements.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approving adoption of the 2022 Stormwater Master Plan Update to supersede the 2005 Stormwater Master Plan will result in continued reliance on our 2005 plan for guidance on future CIP drainage projects when many of the projects identified in that study have already been completed. We would also be using outdated information to regulate private development on properties with local floodplains. Not approving the Stormwater Master Plan Update with JE Fuller, Inc. will result in continued reliance on our outdated 1994 Soil Conservation Service Floodplain Management Study's floodplain/floodway maps and data for regulating future development and improvements in floodplains.

MOTION

I move to: approve adoption of the 2022 Stormwater Master Plan Update to supersede the 2005 Stormwater Master Plan.

2022 Storm Water Master Plan Update

Phase 3 - Hydrology & Hydraulics and Floodplain Delineation

Technical Support Data Notebook



Submitted to

City of Sedona

102 Roadrunner Drive
Sedona, Arizona 86336



Prepared By:



JE Fuller / Hydrology and Geomorphology, Inc.
8400 South Kyrene Road, Suite 201
Tempe, Arizona 85284

June 2022

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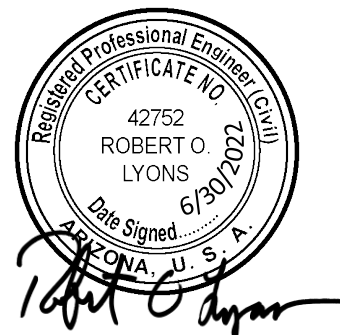
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Appendix

Digital FLO-2D Model Files and GIS Output



1.0 Introduction

1.1. Study Purpose

The City of Sedona has retained JE Fuller/Hydrology & Geomorphology (JE Fuller) to update the existing Sedona Storm Water Master Plan (2005) based on the results of new city-wide, two-dimensional hydrologic modeling. The new modeling was conducted in FLO-2D and used new topographic mapping, land use data, and updated precipitation. This Technical Support Data Notebook (TSDN) summarizes the hydrologic and hydraulic modeling conducted and new floodplain delineations used for City regulation.

The results of these hydrologic and hydraulic analyses will be used to:

- Develop new hydrology for use in the design of storm water infrastructure
- Characterize the location and extent of the existing flood hazards in the study area
- Determine if there are practical mitigation solutions that can reduce all or part of the storm water risks

1.2. Study Authority

The Sedona Storm Water Master Plan Update (SWMPU) was prepared for the City of Sedona by JE Fuller. The project manager for JE Fuller is Rob Lyons. JE Fuller performed the study under the direction of the City of Sedona project manager Sandra Phillips. Contact information is provided in **Table 1-1**:

Table 1-1. Project Manager Contact Information

	City of Sedona	JE Fuller/Hydrology & Geomorphology, Inc.
Project Manager:	Sandra Phillips, PE	Rob Lyons, PE, CFM
Address:	102 Road Runner Drive Sedona, AZ 86336	8400 S. Kyrene Road, Suite 201 Tempe, AZ 85284
Phone:	(928) 203-5076	(480) 250-9842

1.3. Study Location

The Sedona SWMPU watershed is approximately 42 square miles in size and encompasses land within the jurisdictions of the City of Sedona, Coconino County, and Yavapai County. A vicinity map is shown in **Figure 1-1**.

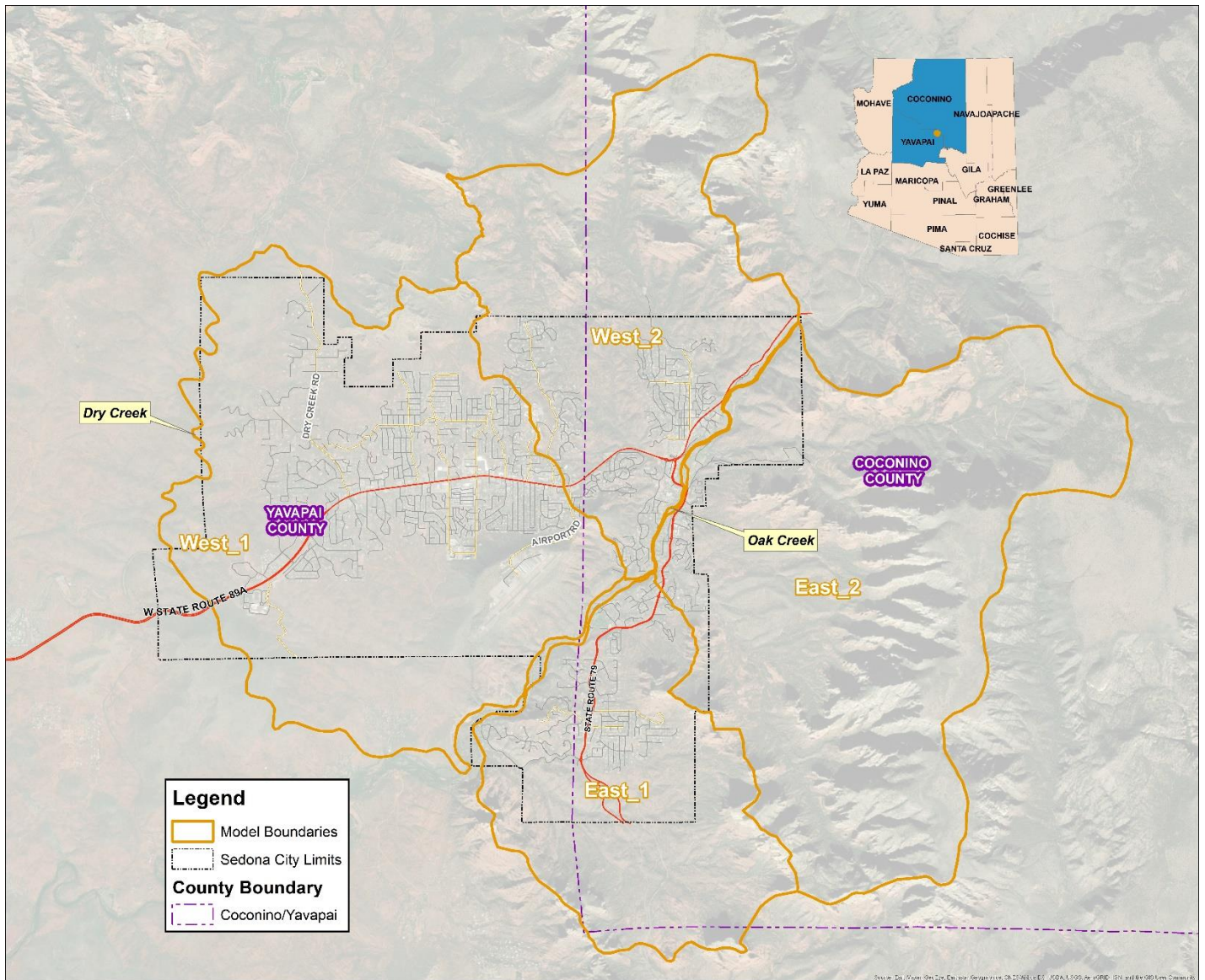


Figure 1-1. Study Area Overview.

1.4. Methodology

Hydrologic and hydraulic (H&H) modeling for this study has been completed using the FLO-2D Pro modeling software (v19.07.21, released 6/10/2020), a volume conserving, quasi-two-dimensional (2-D)

flood routing model. The model routes surface flow (rainfall runoff and inflow hydrographs) in 8 directions over a grid comprised of square elements representing the underlying topography. Spatially varied inputs including roughness and infiltration properties can be assigned to each cell. This 2-D modeling approach is highly suited for simulating the shallow, distributary flow prevalent within portions of the watershed as the flow travels from the mountain fronts to the lower elevations through natural channels, existing urban infrastructure, and unintended, distributed overland flow through the urbanized portions of Sedona. The FLO-2D model is capable of simulating hydraulically significant storm drains, culverts, buildings, walls, and channels within the model area. The model developed in this study utilized the existing land use conditions at the time of this study.

2.0 Mapping and Survey Information

2.1. Mapping

The LiDAR mapping used for this study was obtained from a FEMA Cooperative Technical Partner project for Oak Creek and its tributaries. The LiDAR (which covers approximately 75% of the modeled area) was flown in June 2016 by Sanborn Map Co., Inc. (Sanborn, 2016) with a point density sufficient to create 1-ft contours. The raw LiDAR was processed by Sanborn to align with the NAD 1983 horizontal datum and conform to the North American Vertical Datum of 1988 (NAVD88).

The elevation data used for the FLO-2D modeling had to be supplemented with lower-resolution elevation data offered on the USGS website (usgs.gov), for LiDAR data is not currently available for the entire project watershed. The raster downloaded from the USGS website was originally set in the NGVD29 vertical datum. A factor of 2.65748 ft was added to this raster for conversion into the NAVD88 vertical datum. No conversions were done horizontally, for the raster was already set in the NAD 1983 horizontal datum.

The two data sets were then combined into a single global elevation raster. The limits of each source of the raster are shown in **Figure 2-1**. The global elevation raster was in turn used to develop the FLO-2D grid element elevations.

2.2. Digital Projection Information

The surface was developed using ArcGIS with the following projection information:

- Vertical Datum: The North American Vertical Datum of 1988 (NAVD 88)
- Projected Coordinate System:
'NAD_1983_HARN_StatePlane_Arizona_Central_FIPS_0202_Feet_Intl' (FIPS 0202).
- WKID: 2868

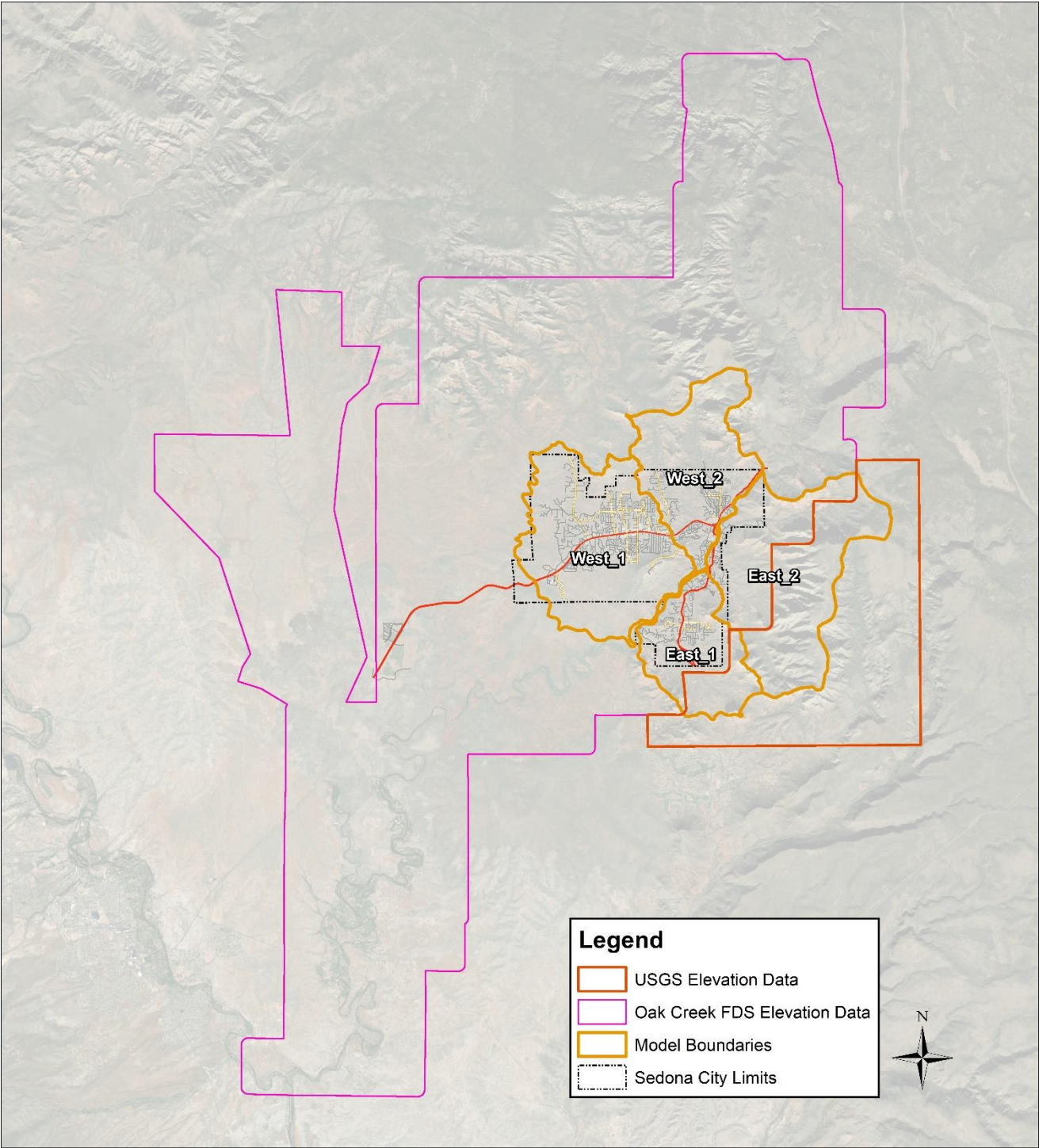


Figure 2-1. Limits of mapping sources in relation to overall FLO-2D model domain

2.3. Additional Information

Using two sources of topographic mapping for terrain-based hydraulic modeling introduces problems at mapping seams, particularly when the mapping is of different mapping accuracy. Since the lower accuracy USGS data is generally in the upper watershed to the east, the USGS dataset was raised by 5 feet to ensure downhill flow to the LiDAR terrain data. A graphic of the combined elevation data has been prepared, and can be seen below (Figure 2-2).

There are 7 locations where the detailed Oak Creek LiDAR is upstream of the course USGS dataset. In those instances, large ‘virtual’ hydraulic structures were modeled to force water that would otherwise erroneously pond at the interface of the two datasets to flow into the USGS terrain portion of the model.

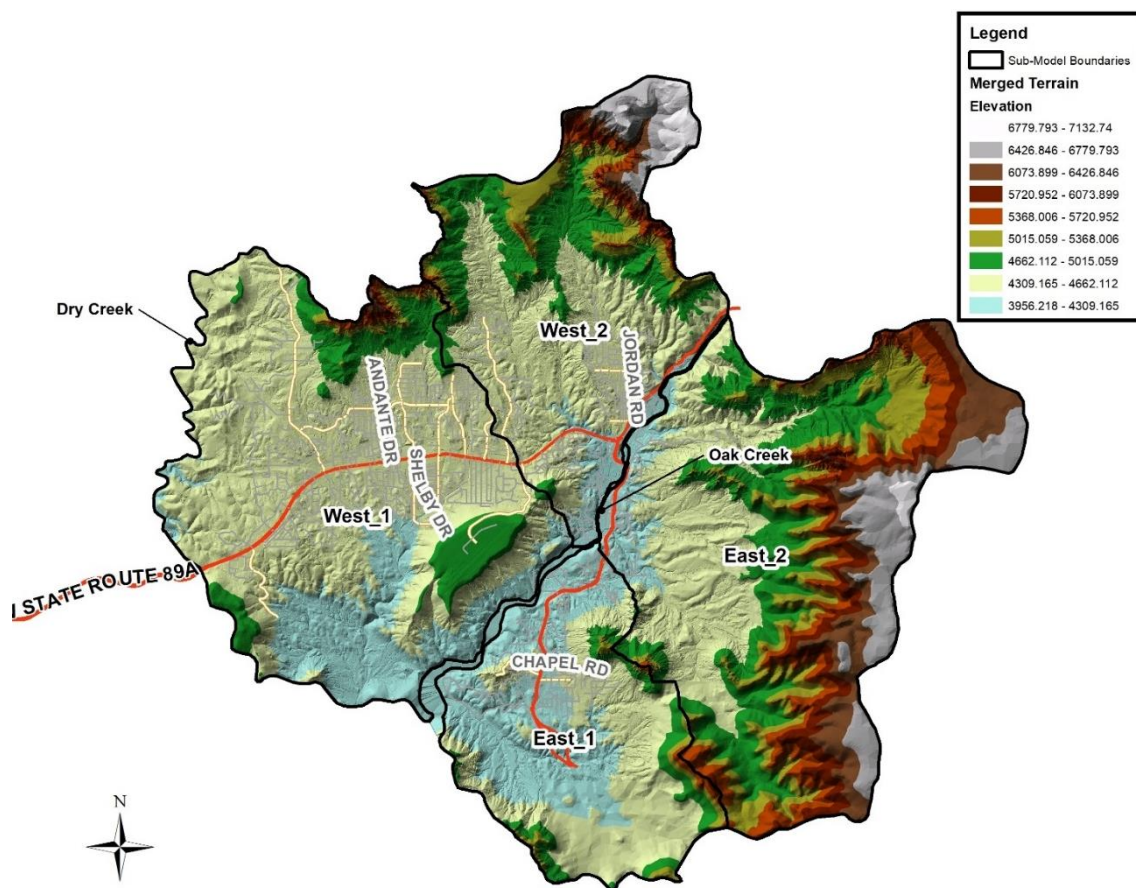


Figure 2-2. Sedona ADMS/S merged elevation dataset

3.0 Model Development

3.1. Method Overview

The analysis was completed using City of Sedona, ADOT, and Yavapai County guidance and recommendations for model parameter estimation and development as well as two-dimensional modeling techniques appropriate for the area. Where applicable, JE Fuller made changes to base input parameters such as Manning’s n-values and infiltration parameters (initial abstraction, percent impervious, etc.) in areas where the watershed warranted specific unique values different from the default recommended values from the resources listed above. This is discussed later in this report.

The model was developed and refined over two phases (Phase II and Phase III) of the SWMPU project. Phase II initial model development was conducted in Fiscal Year 2021 and Phase III model refinement was conducted in Fiscal Year 2022.

3.2. Model Domain and Sub-Models

Based on experience from similar studies (Laveen ADMS; Bullhead City ADMS; Sun Valley ADMS), a 15-foot grid was chosen as the desired model resolution to show more accurate flow patterns and generally results in less model debugging. The FLO-2D modeling extent was divided into four sub-models (see **Figure 1-1**) to decrease model runtime and allow for more efficient post-processing. Total sub-model area and grid counts are listed in **Table 3-1**. The sub-model boundaries were delineated such that no cross-flow would occur between sub-models (**Figure 3-1**) and that major storm drain systems and culverts were contained within a single sub-model. The Oak Creek watercourse was not included in the FLO-2D modeling as the upstream hydrology of Oak Creek was not computed or considered in this study. Oak Creek is the primary outflow location for all 4 sub-models.

Table 3-1. FLO-2D sub-model grid elements

Sub-Model Name	Area (mi ²)	Number of Grid Elements
<i>West_1</i>	12.6	1,564,164
<i>West_2</i>	8.1	1,000,991
<i>East_1</i>	6.1	753,009
<i>East_2</i>	13.1	1,623,066

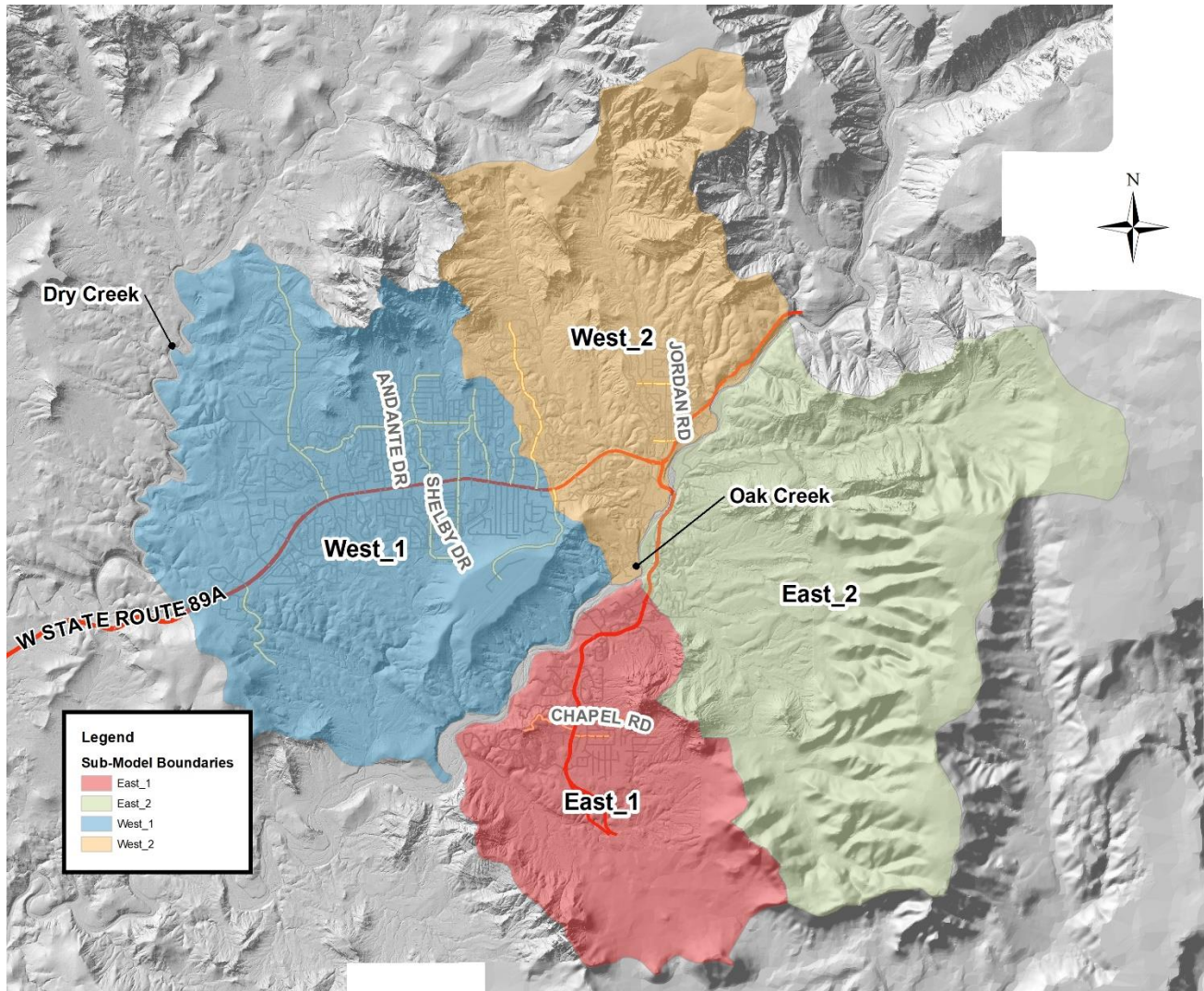


Figure 3-1. Sedona SWMPU FLO-2D sub-model interaction

3.3. Development of Input Files

3.3.1. Overview

Almost all the FLO-2D input data files were required given the large drainage area with multiple culverts, storm drains, and other infrastructure that affects drainage. The input files that are used in this study are shown in

Table 3-2. This table also gives a brief description of the information that is contained in each input file.

Table 3-2. FLO-2D Input Files used in the Sedona SWMPU

File Name	Description
ARF.DAT	area reduction and width reduction factors
CADPTS.DAT	grid number and corresponding x and y coordinate values
CHAN.DAT*	defines the location of any 1D channels within the model, if this option is used
CHANBANK.DAT*	defines the location of right/left banks of each cross-section for each 1D channel
CONT.DAT	simulation control file, toggles on/off model switches, such as rain or infiltration
FPLAIN.DAT	file that defines the grid ordering, n-values, and elevations for each grid
FPXSEC.DAT	defines the location of floodplain cross-sections where a hydrograph is automatically calculated
HYSTRUC.DAT	hydraulic structures, such as culverts, small bridges, and simple storm drains
INFIL.DAT	infiltration parameters for each grid
LEVEE.DAT*	defines the location and characteristics of any linear flow obstructions, such as walls or levees, in the model
OUTFLOW.DAT	defines the floodplain and/or channel outflow elements
MANNINGS_N.DAT	file developed at run time (includes same roughness values specified in FPLAIN.DAT)
NEIGHBORS.DAT	file developed at run time (includes neighboring grids specified in FPLAIN.DAT)
RAIN.DAT	rainfall parameters for the model and reduction factor for each grid
SHALLOW_SPATIAL.DAT	defines the Shallow n value for each model grid element
SWMM.ini*	EPA SWMM engine initiation input file
SWMM.inp*	EPA SWMM engine input file (storm drain geometry)
SDCLOGGING.DAT*	EPA SWMM model inlet clogging input file
SWMMFLO.DAT*	EPA SWMM model inlet input file
SWMMFLORT.DAT*	EPA SWMM model hydraulic rating input file
SWMMOUTF.DAT*	EPA SWMM model outfall file
TOLER.DAT	numerical controls for the simulation, such as floodplain Courant stability criterion
TOPO.DAT	file developed at run time (includes same elevation values specified in FPLAIN.DAT)
*denotes a file that is not used in all sub-models.	

3.3.2. FPLAIN.DAT and CADPTS.DAT

The FPLAIN.DAT AND CADPTS.DAT input files define the size and layout of the grid on which the FLO-2D calculations are made. The FPLAIN.DAT file contains the grid ordering, the adjacent grid elements, the n-values, and the elevations of each grid, while the CADPTS.DAT contains the coordinates of each grid element.

The elevations of each grid were developed from the comprehensive global elevation raster (shown in [Figure 2-2](#)). A global 15-foot raster was developed through linear interpolation of the merged elevation raster. From this global 15-foot raster, the elevations were extracted for each grid and applied to the FPLAIN.DAT file for each sub-model.

Land use delineations were established using zoning data provided by the City supplemented with manual delineations by JE Fuller (**Figure 3-2**). Land use categories were discretized based upon land uses shown in the YCFCD Hydrology Manual. City zoning categories were largely limited to residential, commercial, and industrial land uses. Natural land uses were delineated manually, and several natural land uses (i.e., shallow and steep wash) were created to reflect the unique and steep terrain observed in this study area.

Manning's n-values were established for each land use based upon guidance in the YCFCD Hydrology Manual as well as previous FLO-2D experience in similar watersheds (**Table 3-3**). Area weighted averages were used for cells containing more than one land use and n-value.

3.3.3. Shallow n

Spatially-varied shallow n adjustments were made using the SHALLOWN_SPATIAL.DAT file. This parameter allows for depth-integrated n-value adjustments, with a focus on increasing the n-value at shallow depths. SHALLOWN values were assigned to each land use as shown below in **Table 3-3**. These values were determined based upon guidance in the Flood Control District of Maricopa County FLO-2D Verification Report (FCDMC, 2016) as well as previous FLO-2D experience.

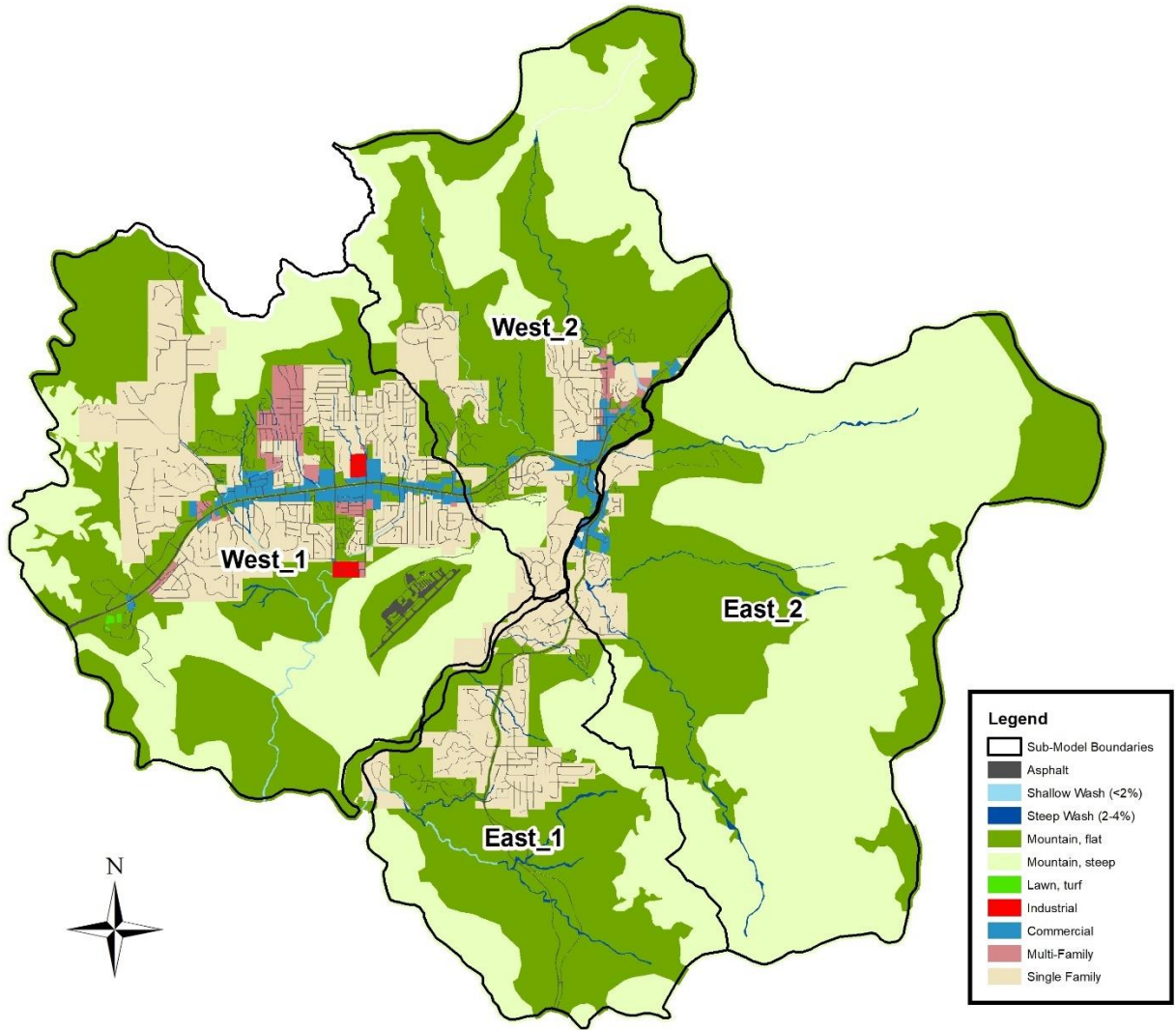


Figure 3-2. Land Use

Table 3-3. Manning's n-values assignments.

Yavapai County Land Uses	Land Use Category-Code	Sedona Zoning Categories	Zoning Category Code	Floodplain n-Value	Shallow n-Value
Natural Grasslands (flat slope)	100			0.045	0.15
Rangeland, flat slope (moderate veg.)	110			0.050	0.20
Rangeland, hill slopes (moderate veg.)	111			0.070	0.20
Mountain, flat slope < 20% (vegetated)	120	OS	560	0.060	0.20
Mountain, steep slope >20% (vegetated)	121			0.090	0.30
Single Family Res. (1/4 acre)	130	RS-6	600	0.040	0.12
Single Family Res. (1/3 acre)	131	RS-10	601	0.040	0.12
Single Family Res. (1/2 acre)	132	RS-18	602	0.040	0.12
Single Family Res. (1 acre)	133	RS-35	603	0.050	0.12
Single Family Res. (>= 2 acres)	134	RS-70	604	0.050	0.12
Multi-Family Residential	140	RM-1	580	0.035	0.12
		RM-2	581		
		RM-3	582		
		RMH	590		
Commercial	150	CO	510	0.040	0.12
		M2	540		
Industrial	160	IN	520	0.050	0.12
Lawn and Turf	170			0.030	0.12
Pavement and Roof Tops	180			0.020	0.10
Steep Wash (2-4%)	190			0.11	0.30
Shallow Wash (<2%)	191			0.075	0.22
Steep Wash (2-4%) HiVel	192			0.2	0.30

3.3.4. RAIN.DAT

The RAIN.DAT input file defines the rainfall temporal and spatial distribution for the model. Five recurrence intervals were assessed in this study including the 10-, 25-, 50-, 100-, and 500-year events. The 24-hour duration was used for all modeling in this study per the YCFCD hydrology manual. The rainfall depths were collected from the NOAA Atlas 14 dataset. The 100-year spatial rainfall distribution is depicted below (Figure 3-3). The frequency storm approach was used to develop the hyetograph for this study. A single distribution was computed using NOAA Atlas 14 statistics at the centroid of the study area. The maximum and minimum rainfall depths for the study area are shown in Error! Reference source not found. Table 3-4. The 24-hour distribution is shown in Figure 3-4. The maximum rainfall value for each sub-model is generally near the highest elevation and the minimum rainfall value is near the lower elevations within the sub-model. The spatial variability in the model was accomplished using the RAINARF routine where the maximum rainfall value is assigned to each sub-model and RAINARFs were calculated as a ratio to the maximum at each grid cell.

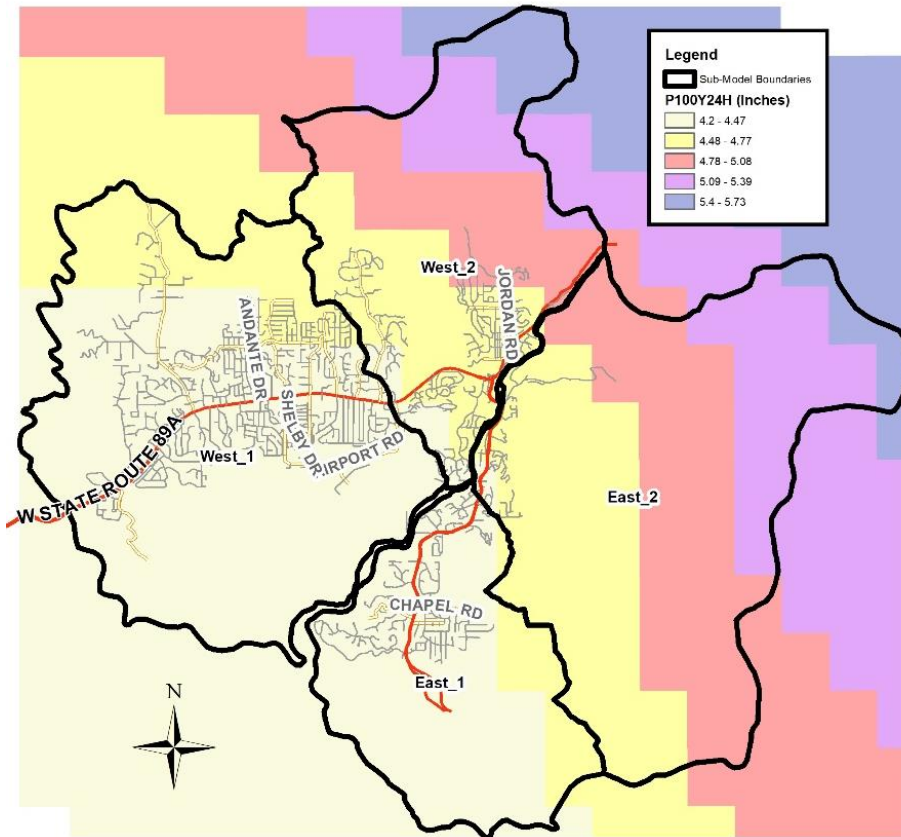


Figure 3-3. NOAA14 100-Year, 24-Hour Spatial Rainfall Distribution

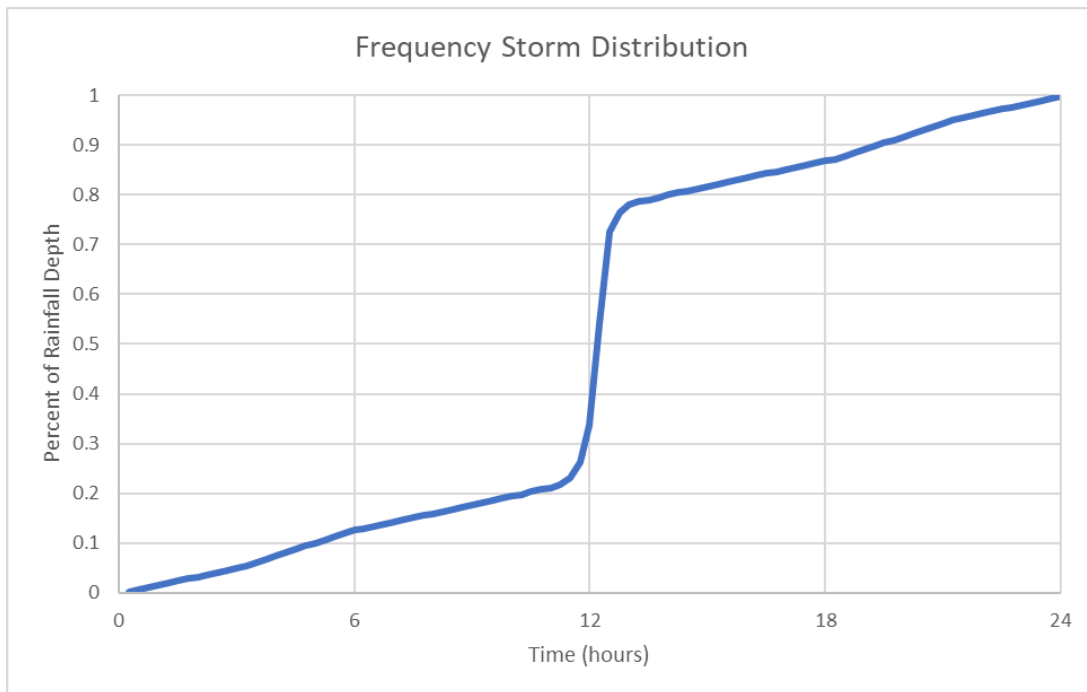


Figure 3-4. 24-hour Frequency Storm Rainfall Distribution

Table 3-4. Maximum and Minimum Rainfall Depths in the Sedona SWMPU

Storm Event	Maximum (inches)	Minimum (inches)
10-year, 24-hour	3.000	2.816
25-year, 24-hour	4.555	3.358
50-year, 24-hour	5.134	3.765
100-year, 24-hour	5.732	4.203
500-year, 24-hour	7.200	5.252

3.3.5. INFLOW.DAT AND OUTFLOW.DAT

No inflow hydrographs were used for any of the four sub-models as all hydrology in this study was computed using FLO-2D. The sub-model boundaries were delineated such that there are no cross-model or offsite flows entering into any of the four sub-models. Outflow nodes (in the OUTFLOW.DAT file) were set at every cell along the perimeter of each sub-model.

3.3.6. INFIL.DAT

The INFIL.DAT file contains the infiltration parameters used in FLO-2D to calculate rainfall losses. The Green and Ampt method was used for this study as recommended by the YCFCD Hydrology Manual. This method requires a number of inputs to be estimated from the land use and soil types within the study area. Infiltration assumptions based on landuse type are organized in [Table 3-7](#).

Soil unit delineations and measured soil properties provided in the Terrestrial Ecosystem Survey (2005) were used to establish soil infiltration properties. Soil texture classes and the relative contribution (in percent) of each soil texture class within each soil unit from the Ecosystem Survey were identified for individual map units within the study area. The ADOT Hydrology Manual (2014) lists a generic mapping of soil textures to Green and Ampt infiltration parameters (

[Table 3-5](#)), and the parameters were then weighted based upon their relative contribution to determine average parameters for each map unit in the study area. The final soil parameters by map unit are listed below in [Table 3-6](#) and are also depicted spatially in [Figure 3-5](#).

Limiting depth can be an important parameter with regards to results for both peak discharge and runoff volume. Initial modeling for this project included setting the limiting depth at four inches throughout the modeling area. This was increased to 8-inches after initial model results were evaluated, this will be discussed later in this report.

Table 3-5. ADOT Soil Texture Mappings.

Table B-2 Green and Ampt Parameters Based on Texture for Miscellaneous Soils					
Texture	Conductivity (in/hr)	Suction (in)	Moisture Content		
			Wilting Point (dry)	Field Capacity (normal)	Saturated
Sand	2.00	0.29	0.021	0.059	0.411
Loamy sand	1.61	0.60	0.030	0.073	0.339
Sandy loam	0.74	2.97	0.058	0.144	0.384
Gravelly sandy loam	0.49	4.71	0.058	0.144	0.384
Loam	0.19	8.19	0.110	0.238	0.390
Gravelly loam	0.13	9.15	0.110	0.238	0.390
Sandy clay loam	0.11	9.49	0.167	0.259	0.393
Silt	0.08	10.03	0.047	0.281	0.369
Extremely gravelly loam	0.08	10.03	0.110	0.238	0.390
Very gravelly loam	0.08	10.03	0.110	0.238	0.390
Silt loam	0.08	10.03	0.124	0.297	0.405
Silty clay Loam	0.04	10.80	0.204	0.370	0.456
Clay loam	0.04	10.80	0.204	0.336	0.429
Gravelly clay	0.01	11.42	0.296	0.423	0.478
Sandy clay	0.01	11.42	0.251	0.360	0.424
Silty clay	0.03	11.00	0.277	0.421	0.504
Clay	0.01	11.42	0.296	0.423	0.478
Rock	0.01	11.42	0.296	0.423	0.478
Unknown texture	0.01	11.42	0.296	0.423	0.478

Table 3-6. Green and Ampt Parameters by Map Unit.

SOIL_ID	XKSAT	PSIF	WILTING	FCAP	SAT	PERC_ROCK
45	1.649	0.569	0.029	0.072	0.346	0
46	1.874	0.558	0.025	0.068	0.408	0
402	0.040	10.800	0.204	0.365	0.452	0
403	0.472	4.932	0.061	0.149	0.384	0
430	0.094	9.868	0.170	0.301	0.415	20
457	0.490	4.710	0.058	0.144	0.384	0
458	0.490	4.710	0.058	0.144	0.384	0
462	0.040	10.800	0.204	0.336	0.429	0
463	0.040	10.800	0.204	0.336	0.429	5
470	0.059	10.474	0.192	0.324	0.424	20
471	0.490	4.710	0.058	0.144	0.384	50

SOIL_ID	XKSAT	PSIF	WILTING	FCAP	SAT	PERC_ROCK
474	0.714	3.888	0.052	0.130	0.375	0
475	0.490	4.710	0.058	0.144	0.384	40
492	0.040	10.800	0.204	0.336	0.429	0
495	0.153	8.843	0.134	0.263	0.400	0
520	0.190	8.190	0.110	0.238	0.390	0
555	0.824	2.791	0.056	0.138	0.386	25
578	0.190	8.190	0.110	0.238	0.390	0
582	0.168	8.582	0.124	0.253	0.396	0
584	0.190	8.190	0.110	0.238	0.390	0

Table 3-7. Land Use Infiltration Parameters in the Sedona SWMPU

Land Use	Land Use Category-Code	Sedona Zoning Categories	Zoning Category Code	IA (inches)	% Impervious (RTIMP)	DTHETA Condition
Natural Grasslands (flat slope)	100			0.50	0	Dry
Rangeland, flat slope (moderate veg.)	110			0.35	0	Dry
Rangeland, hill slopes (moderate veg.)	111			0.15	0	Dry
Mountain, flat slope < 20% (vegetated)	120	OS	560	0.50	0	Dry
Mountain, steep slope >20% (vegetated)	121			0.25	0	Dry
Single Family Res. (1/4 acre)	130	RS-6	600	0.25	40	Normal
Single Family Res. (1/3 acre)	131	RS-10	601	0.25	30	Normal
Single Family Res. (1/2 acre)	132	RS-18	602	0.25	23	Normal
Single Family Res. (1 acre)	133	RS-35	603	0.30	18	Normal
Single Family Res. (>= 2 acres)	134	RS-70	604	0.30	15	Normal
Multi-Family Residential	140	RM-1	580	0.25	50	Normal
		RM-2	581			
		RM-3	582			
		RMH	590			
Commercial	150	CO	510	0.10	75	Normal
		M2	540			
Industrial	160	IN	520	0.20	70	Normal
Lawn and Turf	170			0.20	0	Normal
Pavement and Roof Tops	180			0.05	95	Normal
Steep Wash (2-4%)	190			0.10	0	Dry
Shallow Wash (<2%)	191			0.10	0	Dry
Steep Wash (2-4%) HiVel	192			0.10	0	Dry

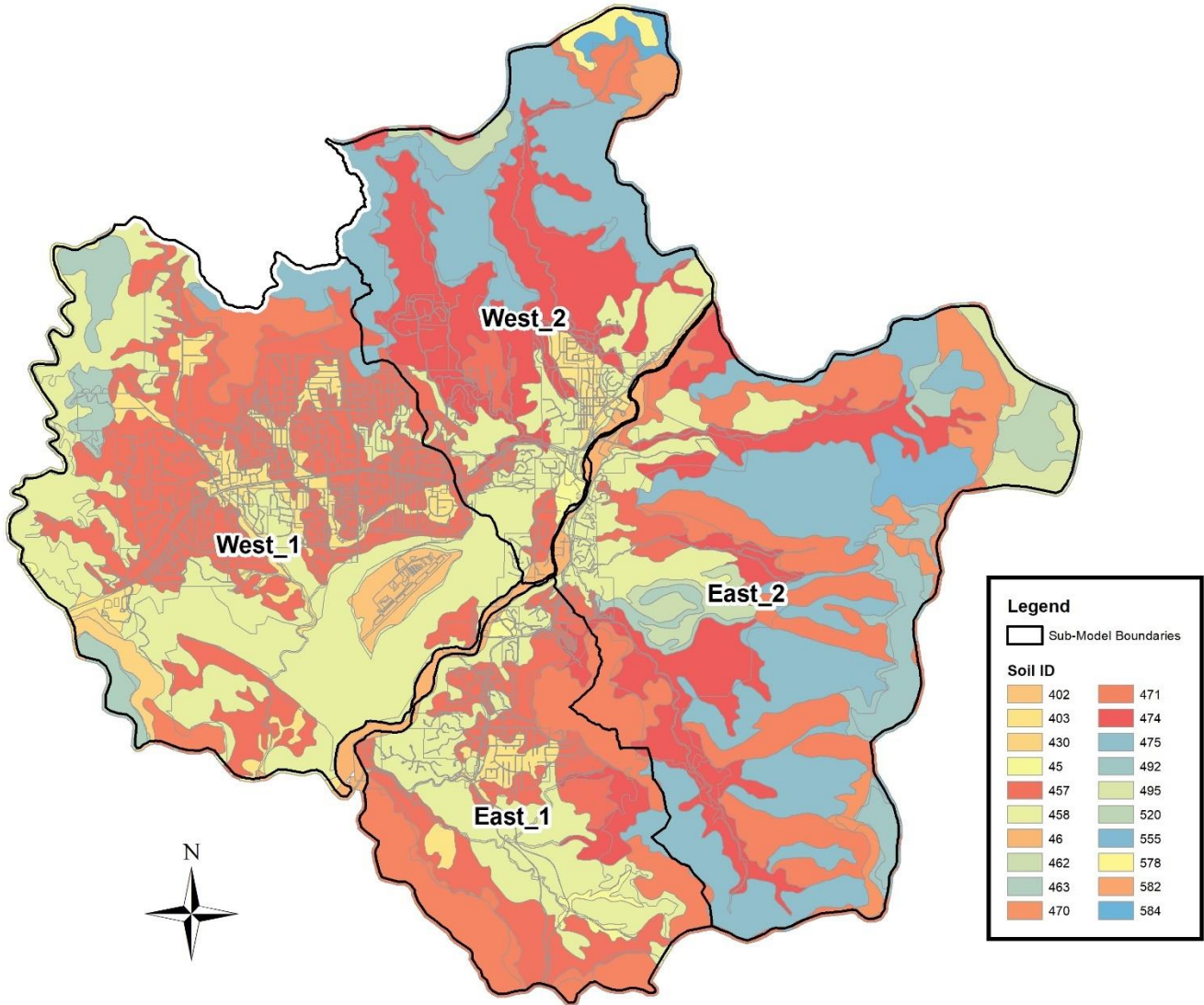


Figure 3-5. Soil Type Distribution

3.3.7. ARF.DAT

Building footprints were obtained from the City of Sedona’s GIS department. The buildings were intersected with grid elements to compute the percentage of the obstructed area and assigned to area reduction factors (ARFs) for each cell. The totally blocked cell element routine (“T Line”) was not used in order to simplify file development. Totally blocked cells were assigned 1.0 in the partially blocked grid attribute (i.e., the IDG column). Similarly, to ease file development, width reduction factors (WRF) were not used in this study and were assigned a 0 value in the ARF.DAT file.

It should be noted that the IRAINBUILDING value in the RAIN.DAT file was set to 1.0 to simulate rainfall runoff from the roofs of ARFs associated with buildings.

3.3.8. CHAN.DAT and CHANBANK.DAT

The modeling team evaluated preliminary model results for the Soldier Wash improvements from upstream of Brewer Rd to the outfall in the Oak Creek right overbank. The channel improvements were designed and constructed after the 2009 flood in the Tlaquepaque Arts and Shopping Center. The improvements generally consists of a 22-foot wide rectangular channel and bridges although there are slight variations in geometry and construction material. The 15-foot grid element elevation sampling was not adequately representing the channel geometry and it was determined the one-dimensional channel routing module within FLO-2D was necessary.

The channel geometry and invert profile was taken from as-built construction drawings and coded in the CHAN.DAT and CHANBANK.DAT files to simulate the significant capacity of the newly constructed system. **Figure 3-6** shows a picture of a portion of the channel under construction.

One-dimensional channel modeling and input files are only within the West_2 sub-model.

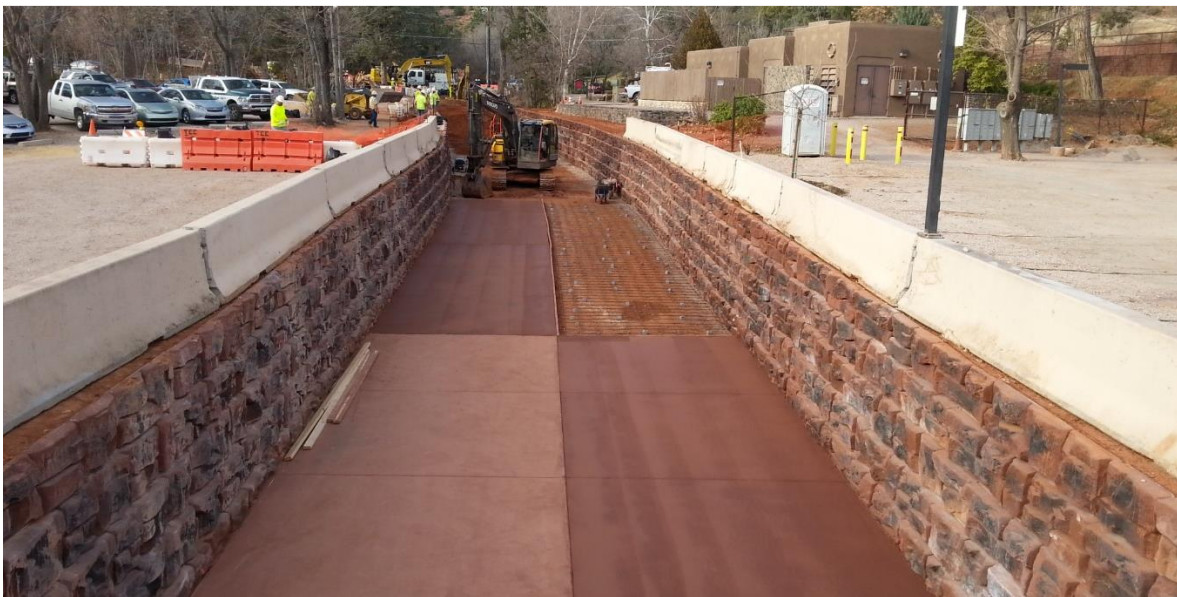


Figure 3-6 Soldier Wash Channel Construction

3.3.9. HYSTRUC.DAT

Hydraulic structures were incorporated into the FLO-2D models using the HYSTRUC.DAT input file. The City of Sedona storm drain GIS database was the primary source for identifying the location, size, type, shape, and culvert configuration of structures within the study area. Additional data were collected by JE Fuller for culverts and structures not included in the City’s GIS database. Refer to the Sedona Storm Water Master Plan Update Phase 1 Report (2020) for more detail related to the data collection effort. As-built construction drawings were collected from ADOT for SR 89A and SR 179, from City storm water CIP projects, and significant culverts and storm drains were digitized. Additional information related to significant drainage structures were collected in the field in all three phases of the SWMPU.

Hydraulic structures were modeled using two approaches depending on the structure geometry, inlet type, and number of barrels. The hydraulic capabilities of standard single-barreled structures (structures coded with an ‘F’ character) are calculated and determined within FLO-2D using the FHWA generalized culvert equations. All other structures (multi-barreled, catch basin inlet, or other uncommon inlet types) were coded with a ‘T’ structure character. A ‘T’ character prompts FLO-2D to refer to a specified rating table calculated externally to determine the hydraulic routing. The rating tables for these structures were developed by JE Fuller using FHWA HDS #5: Hydraulic Design of Highway Culverts Third Edition (April 2012), assuming inlet control.

Clogging factors used for the rating tables were derived from the Drainage Design Manual for Yavapai County. The clogging factors applied to the rating tables are:

- Equivalent Diameter \leq 48 inches: Reduce available opening area by 50%
- Equivalent Diameter $>$ 48 inches: Reduce available opening area by 20%

Figures depicting the general location of the culverts and stormdrains included in the hydrologic modeling are provided in [Figure 3-7](#) through [Figure 3-10](#).

Lastly, significant storm drain systems were modeled with the storm drain capacity limitation function in the HYSTRUC.DAT file with the exception of the Thunder Mountain/Harmony-Windsong system (see [Section 3.3.10](#)). Similar to culvert ratings, rating tables were developed based on the pipe inlet or catch basin inlet geometry and the connector pipe. This means that at low depths the curb/grate opening controls the flow, but at higher depths, the connector pipe capacity controls the flow. Finally, the multiple inlet systems were set to outflow to a common outflow node (grid element) and the “D” line functionality that limits the total flow in the storm drain system to a user-specified discharge was used to limit the flow to the trunk line capacity. This capacity was determined by either using the design discharge obtained from the drainage design report for the system provided by the City (when available), or by calculating the normal depth full flow capacity of the trunk line. The limiting pipe capacities that were used in the FLO-2D modeling are shown in [Table 3-8](#).

Table 3-8. Storm Drain System Capacity Enforced

Storm Drain System	FLO-2D Sub-Model	Outfall Node	Limiting Discharge (cfs)
Coffee Pot Drive 72-in Dia CMP and SRP	West_1	612,699	490
Stanley Steamer	West_1	908,385	500
Dry Creek Road 60-in CMP	West_1	604,308	313
Farmer Brother’s Drive 48-in CMP	West_1	332,557	112
Juniper Hills	West_2	976,369	128
Indian Cliffs Road CMP	East_1	275,194	197
Vista Bonita Drive 60-in SRP	East_1	258,502	325

*Note: not every modeled storm drain is shown

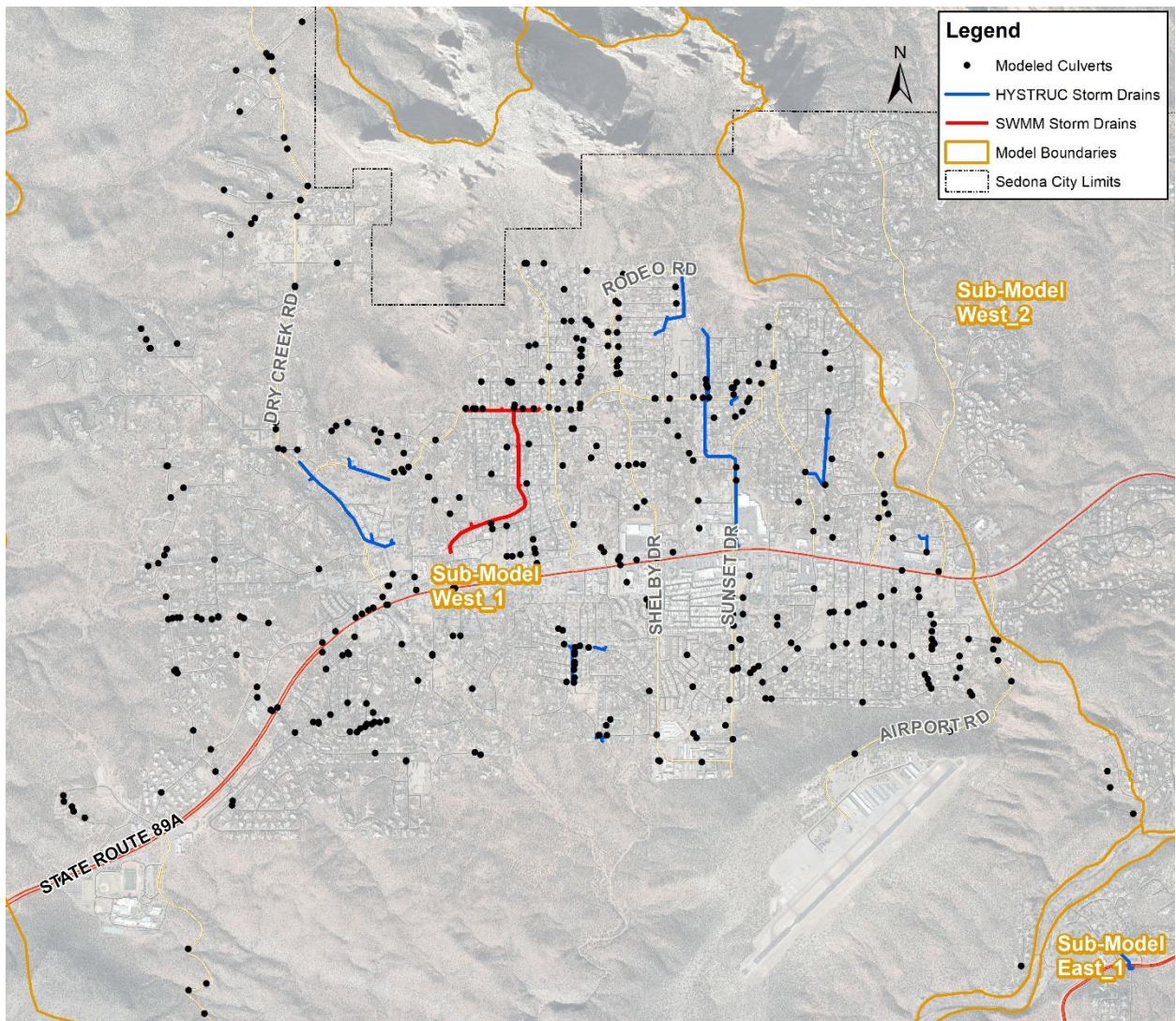


Figure 3-7. Sub-model West_1 modeled culverts and storm drains

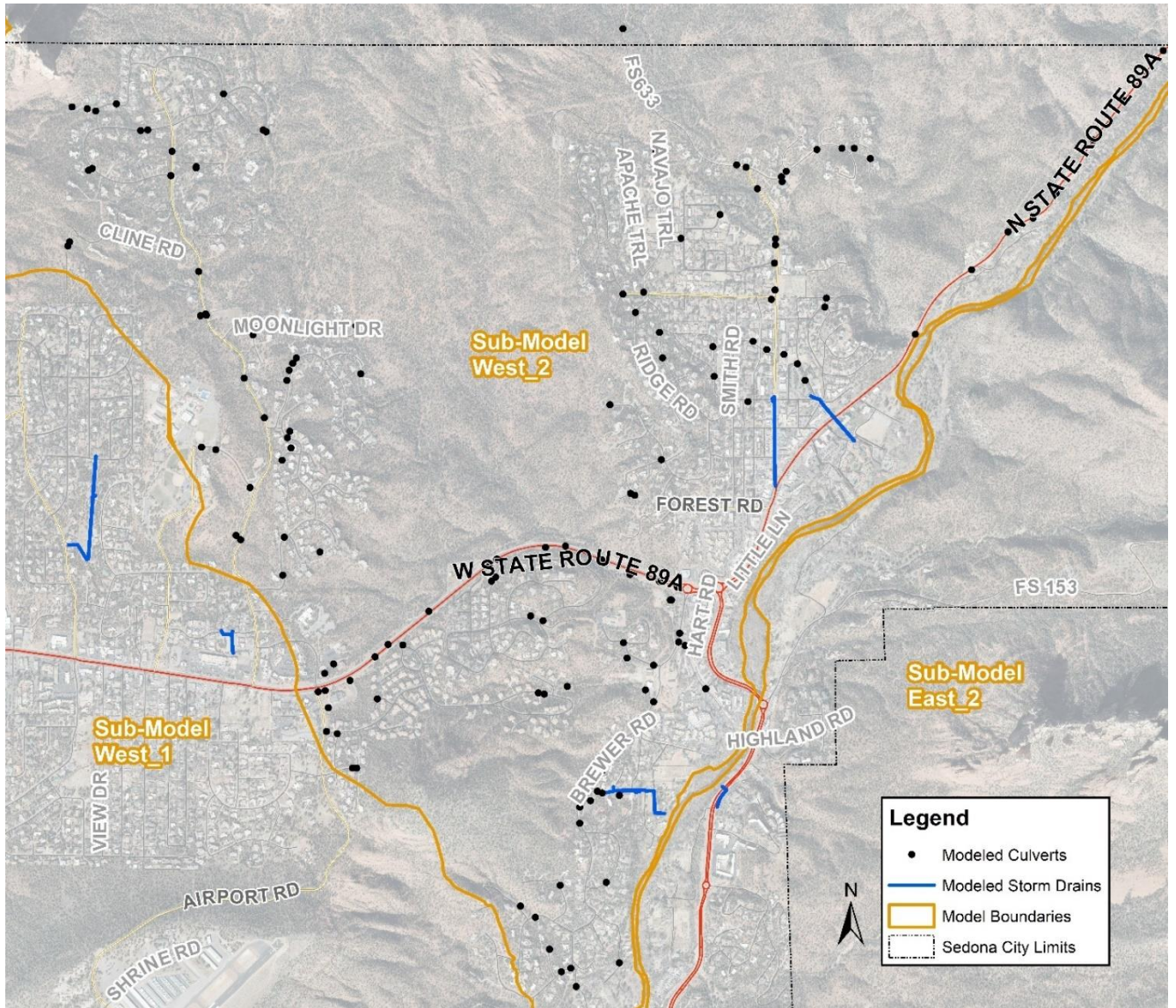


Figure 3-8. Sub-model West_2 modeled culverts and storm drains

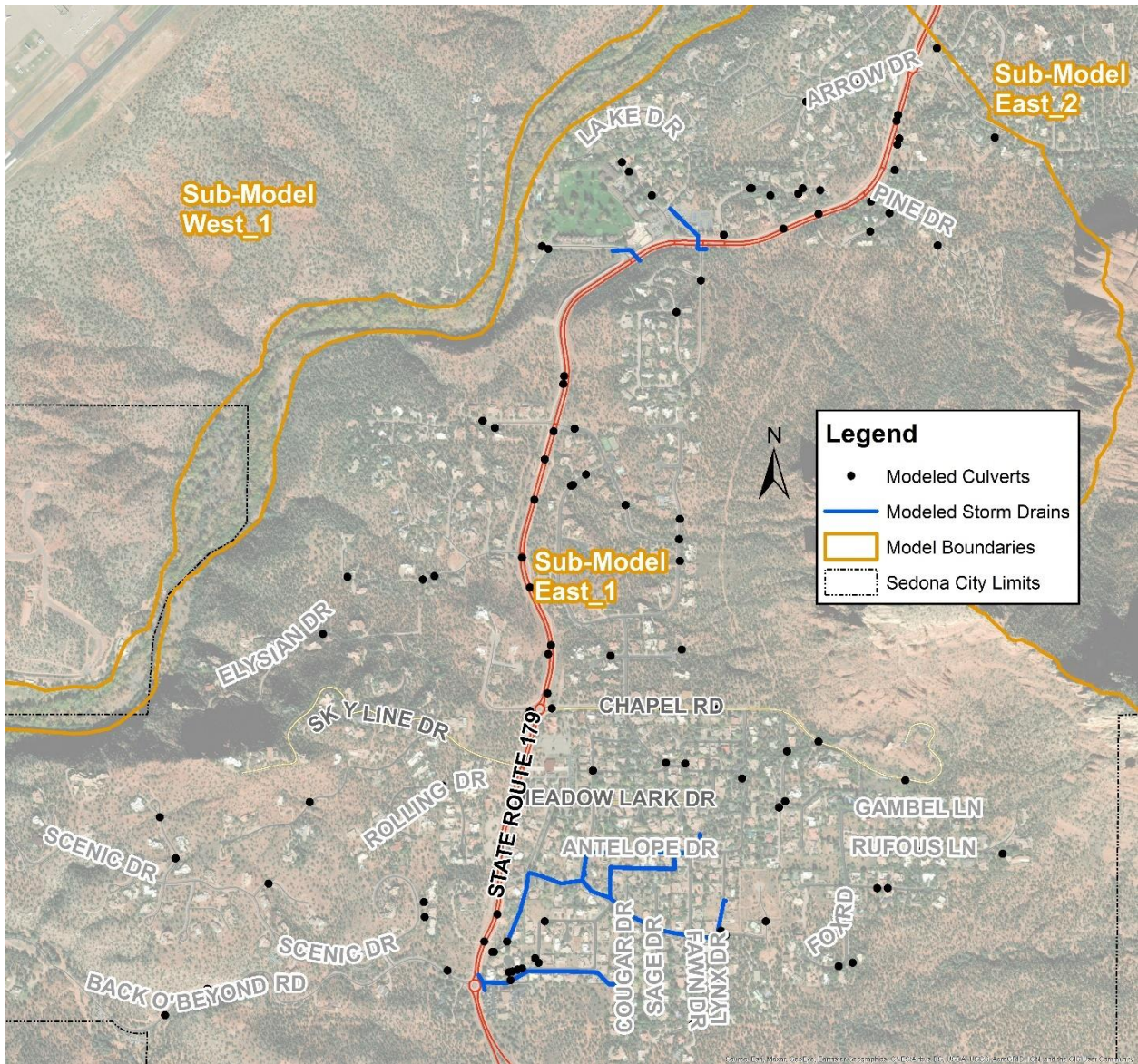


Figure 3-9. Sub-model East_1 modeled culverts and storm drains

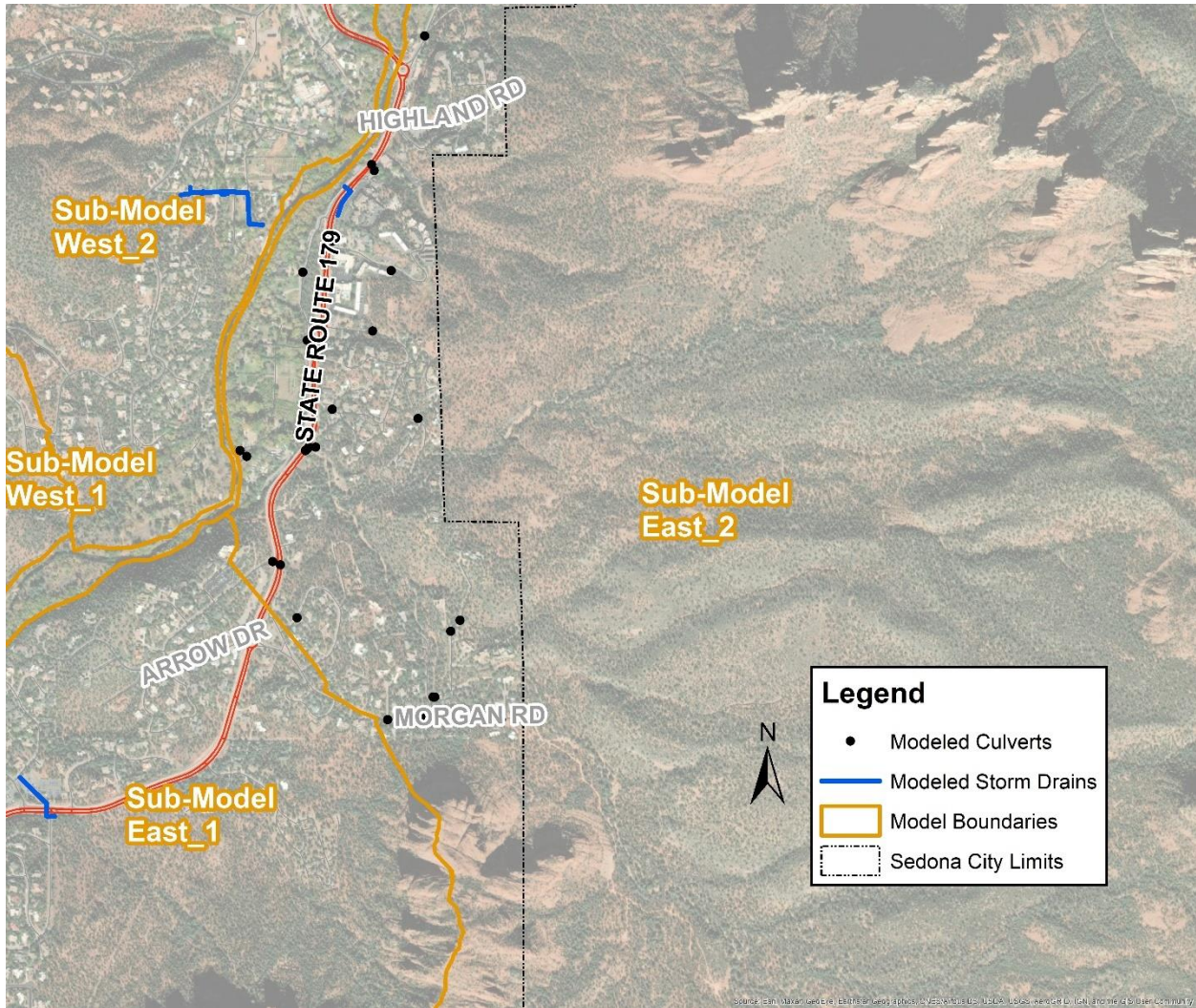


Figure 3-10. Sub-model East_2 modeled culverts and storm drains

3.3.10. EPA SWMM

The modeling team evaluated preliminary model results for the Thunder Mountain/Harmony-Windsong stormdrain system (refer to [Figure 3-7](#)) initially modeled with the HYSTRUC.DAT with D line total flow limiting functionality. It was determined that the system capacity was not being achieved and it was decided that this system would be more suitable for the EPM SWMM module within FLO-2D. Therefore, a SWMM model was developed for the system and integrated in the FLO-2D model. SWMM input files listed in [Table 3-2](#) were developed for the system and ran and the results were very reasonable.

SWMM modeling and input files are only within the West_1 sub-model.

3.3.11. LEVEE.DAT

A single linear section of 'levee' was included north of Thunder Mtn. Rd. between Concord Dr. and Andante Dr (blue line, **Figure 3-11**). This levee was added to enforce the section of engineered channel directing flow to one of the main inlets of the Thunder Mtn./Harmony-Windsong drainage systems. The team believes that due to the rasterization of the detailed topography, the initial FLO-2D results were a misrepresentation of what actually occurs during a storm event at this particular location. The team performed a hydraulic analysis of the dual 60" SRP inlet considering the parameters listed in the as-built drawings and concluded that the topography was over-generalizing key features leading up to the inlet, resulting in erroneous overtopping of Thunder Mtn. Rd. The 'levee' was added to better direct flow to the inlet, as the actual engineered channel was intended to do.

The levee modeling and associated input file is only within the West_1 sub-model.

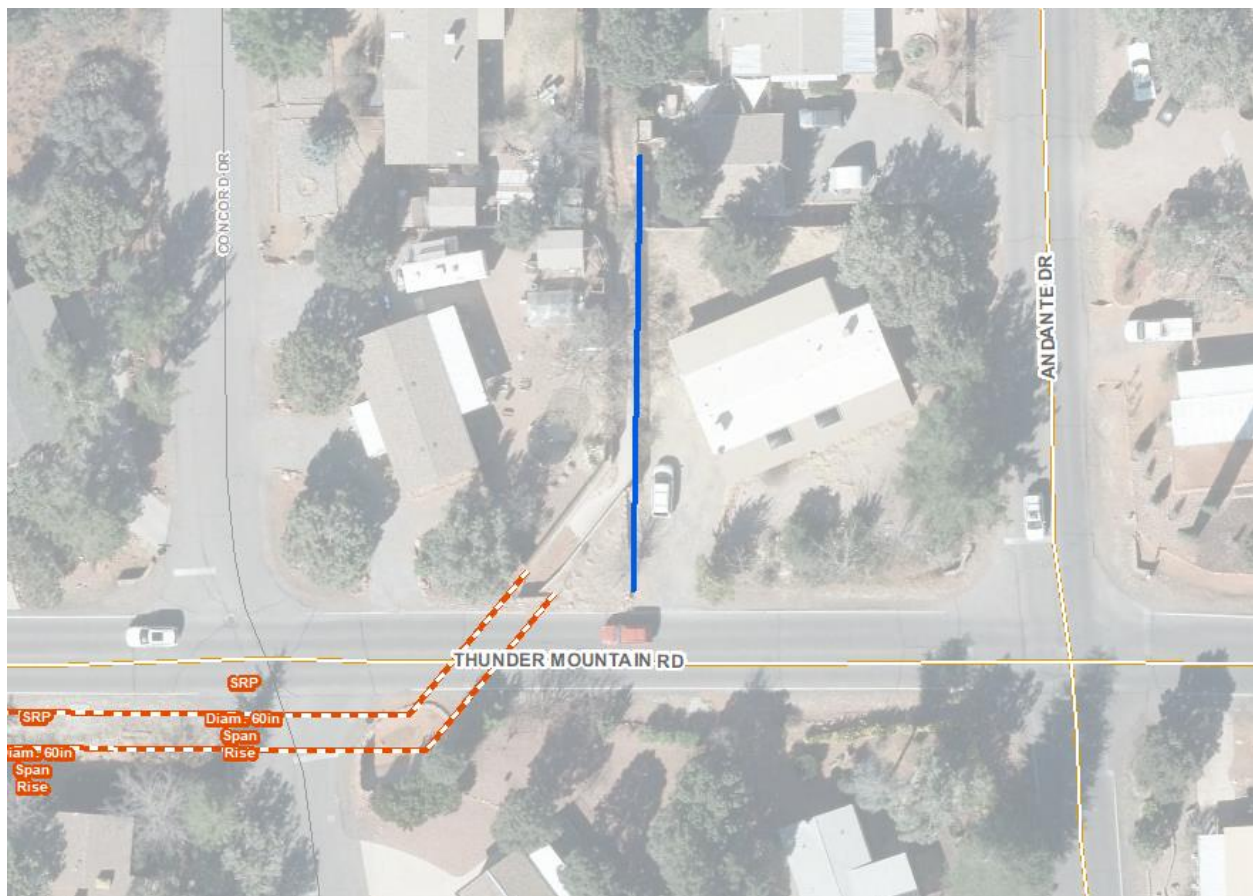


Figure 3-11. Location of only 'levee' (blue line) modeled as a part of the hydrologic analysis.

3.3.12. FPXSEC.DAT

Floodplain cross-sections were developed and included in the FPXSEC.DAT file to query flow hydrographs and peak discharges from the FLO-2D model at key locations within the study area such as:

- Major flow concentration locations
- Upstream/downstream of a hydraulic structure or road crossings
- Areas of interest to the City of Sedona
- Locations of previous study concentration points (HEC-1) for comparison purposes
- Upstream of HEC-RAS Model reaches

3.3.13. CONT.DAT AND TOLER.DAT

CONT.DAT and TOLER.DAT contain numerical stability and simulation controls for the FLO-2D model. The CONT.DAT file controls simulation time, output report time interval, some numerical controls, and model switches such as infiltration and rain. For the 24-hour storm duration, the total simulation time was set to 30 hours. This simulation time was sufficient to ensure the flood wave has traveled through the entire study area.

The numerical controls used in the CONT.DAT file are the shallow flow Manning's n-value (SHALLOWN) and limiting Froude number (FROUDDL) values. For this study, the shallow n-value in the CONT.DAT file was set to 0.20, however, spatially-varied shallow n-values were used to override this parameter based upon land use. The appropriate toggles were checked for input data files (e.g. HYSTRUC.DAT, LEVEE.DAT).

The TOLER.DAT file contains the numerical tolerance settings that are specified for the model. These settings are the flow exchange tolerance (TOLGLOBAL), percent allowed change in flow depth (DEPTOL), and Courant-Friedrich-Lewy numerical stability parameter for floodplain grid element flow exchange (COURANTFP). The TOLGLOBAL value was set to 0.004 feet, and this value was subtracted from all initial abstraction values in the INFIL.DAT file. A COURANTFP value of 0.60 was initially used for all runs, however, it was reduced to 0.40 as necessary to improve model stability. These values have been used in other studies by JE Fuller to yield reasonable results.

4.0 Model Results

4.1. Overview

The 25- and 100-year, 24-hour storms were the main focus of the SWMPU existing conditions modeling conducted during Phase II of the SWMPU. The 25-year frequency is the design storm for storm water infrastructure within the City. The 25- and 100-year storms were used to develop and run the initial model input files, fine-tune the input data, model troubleshooting, and model verification. The 10-, 50-, and 500-year storm models were run in the final stage of Phase III after all model updates had been conducted. This will be explained further in the following sections.

4.2. Preliminary Results and Verification

The preliminary FLO-2D model results were compared with USGS Regression Equations, the original 2005 Storm Water Master Plan (Dibble Engineering), and two other studies during Phase II of the SWMPU project. Based on these comparisons, further adjustments were made to model parameters as described in the following sections.

4.2.1. Comparisons with USGS Regression Equation Results

The preliminary 25- and 100-year FLO-2D discharges were compared to estimates using the regional regression equations presented in the 2014 USGS SIR (United States Geological Survey, 2014). These equations were based upon annual peak flow data collected up through water year 2010 with a minimum period of record of 10 years. Separate equations were developed for various frequencies storms for each of the 5 regionalized areas within Arizona. The City of Sedona is within Flood Region 4 (Central Highlands) as shown in [Figure 4-1](#). The equations for this region estimate a peak discharge with the input of basin drainage area, mean annual precipitation, and elevation (elevation was used only for the 10-, 20-, and 50-year annual exceedance probabilities).

The 2005 SWMP subbasin boundaries were used to determine the drainage area for the FLO-2D model results since FLO-2D isn't dependent on and doesn't report drainage area given the model methodology. The results comparison is discussed in the next section.

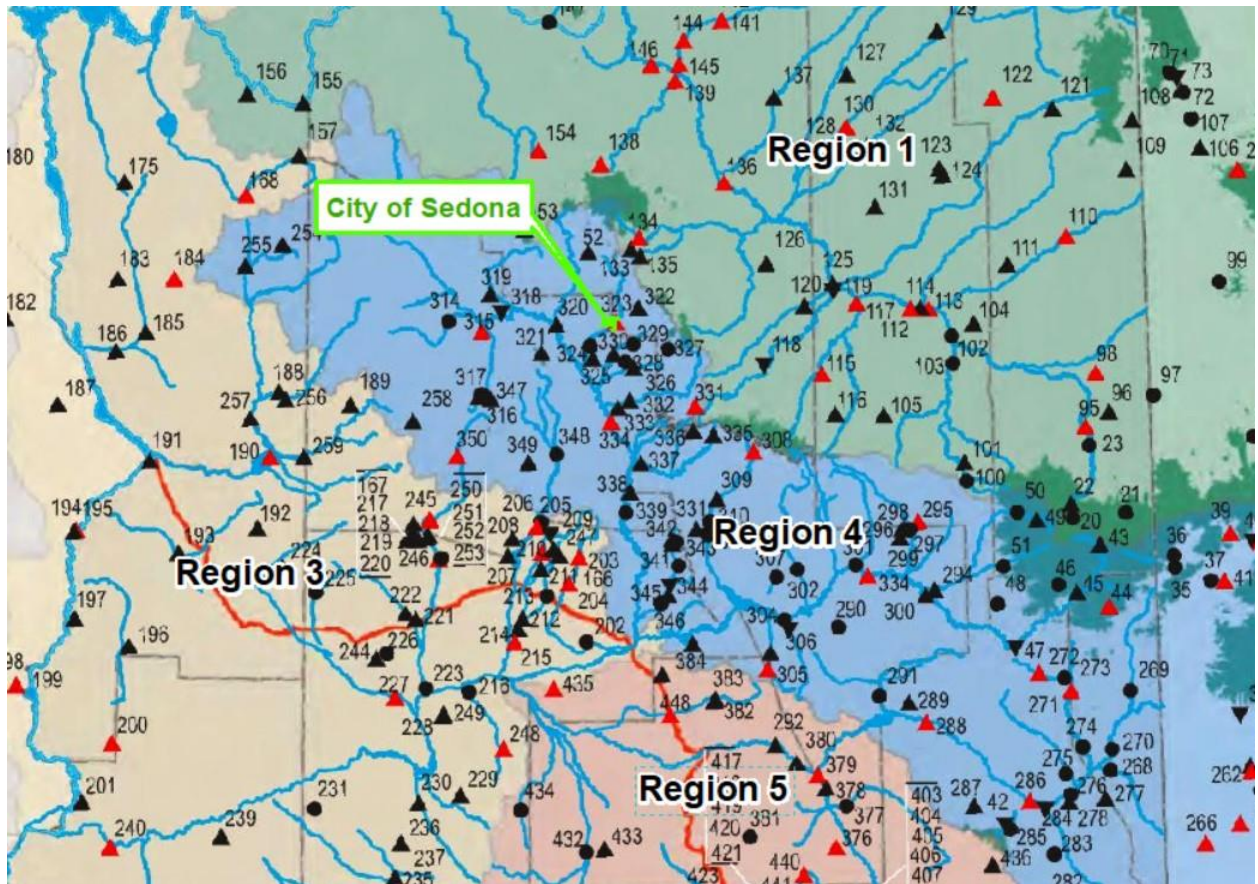


Figure 4-1. USGS Regions with Arizona

4.2.2. Comparisons with Past Studies and Model Verification

The preliminary 25- and 100-year FLO-2D discharges were compared to the 2005 SWMP along with the 2018 Oak Creek FDS (Atkins, 2018), and the Sunset Drive Hydrology Report (JE Fuller, 2020). Locations of comparison within the City of Sedona were strategically selected to coincide with various CIP projects, to compare both small and large watersheds, urbanized, and non-urbanized locations. The locations of comparison are shown in Figure 4-2. Based on the comparison, final model refinements were made as discussed in the next section.

Finally, the FLO-2D models were run with two historic storm events using Next Generation Weather Radar (NEX-RAD) and the results were compared to observations made on the ground resulting from the storms.

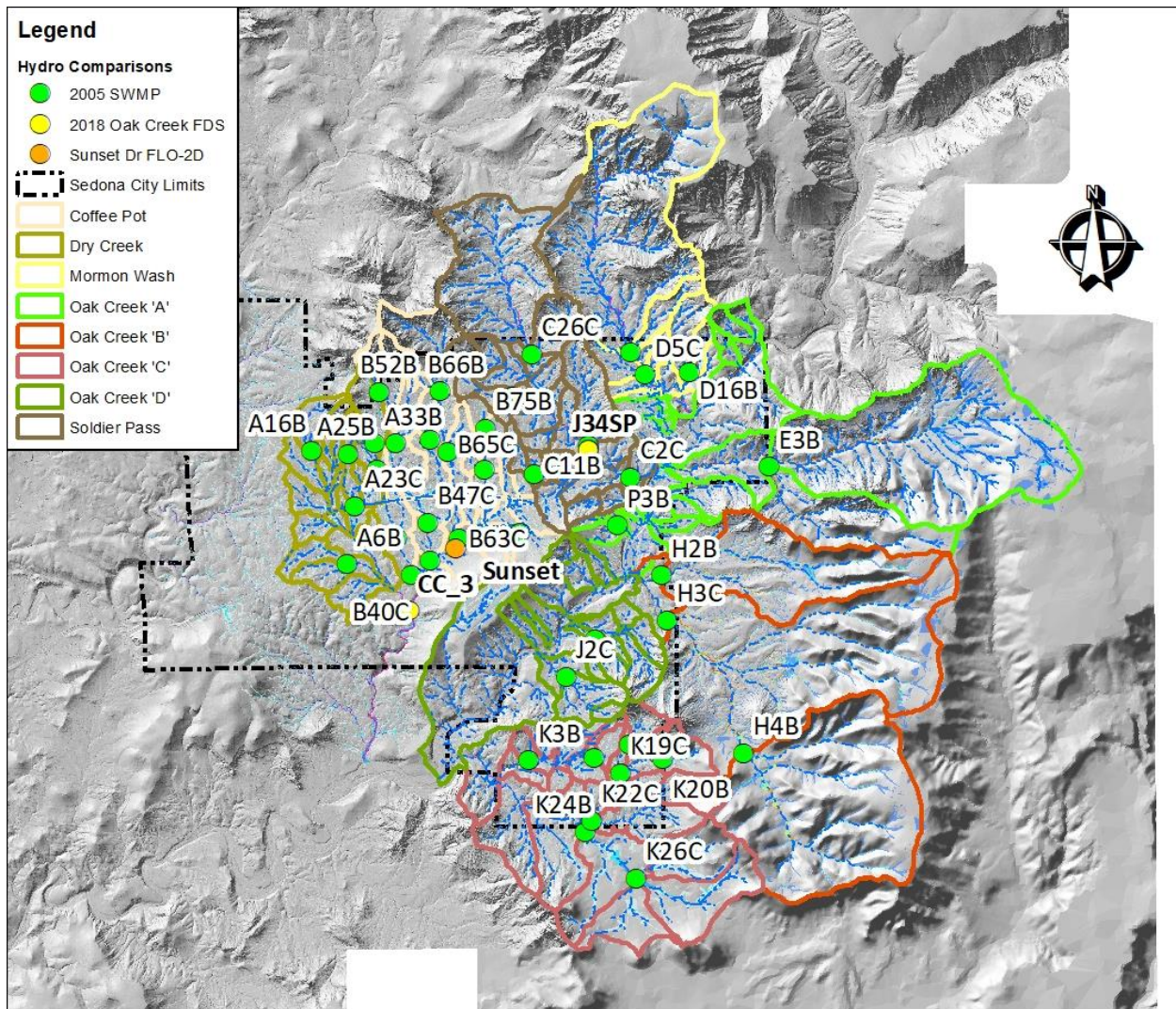


Figure 4-2. Hydrologic Comparison Locations

4.2.3. Model Adjustments

In general, the initial model peak flow results were somewhat higher for the comparison locations when compared to the USGS Regression equation results, the 2005 SWMP, and other studies. This was not a surprise to the study team as FLO-2D has been found to produce higher peak discharges for steep, tributary watercourses when compared to older hydrology models. Lessons learned from past studies with similar steep watershed characteristics were employed to calibrate the results. The following model input parameters were adjusted.

- Limiting Infiltration Depth – The Limiting Infiltration Depth was increased from 4-inches to 8-inches. Four inches is typically used as a starting point for studies or for studies that have limited soil information and is considered conservative.

- Rock Outcrop – The Percent Rock Outcrop was reduced by 50% for soil map units that contain rock. Refer to [Table 3-6](#). This adjustment is consistent with the standard of practice of assigning percent rock outcrop reported in soil surveys as 50% effective in HEC-1 or HEC-HMS modeling.

It should be noted that the base Manning’s n-values for steep watercourses within the model areas were originally assigned using findings from past studies and didn’t require further adjustment. Higher than expected roughness coefficients are recommended for steep watercourses as outlined in a 1985 USGS Paper (Jarrett, 1985).

The final results comparison is summarized in the next section.

4.2.4. Hydrologic Comparison and Verification Results

2005 SWMP Comparison

The first comparison consists of the final 25-year and 100-year FLO-2D results to the 2005 SWMP existing conditions. It should be noted that the Future Conditions models were proposed and adopted for the 2005 SWMP (Dibble, 2005). The primary reason for this comparison is because the 2005 Future Conditions models were not developed or delivered to the City for the Oak Creek Sub-basins (A, B, C, and D) which cover the East_1 and East_2 FLO-2D sub-models. The comparison table is shown in [Table 4-1](#). There isn’t a consistent trend when comparing the 25- and 100-year Phase II FLO-2D results with the USGS regression equations. However, the 25- and 100-year 2021 (Phase II) FLO-2D results are somewhat lower than the 2005 SWMP results for the urbanized portions of the watershed.

The 100-year peak discharges from the FLO-2D model results and the 2005 SWMP were also plotted against the regression equations, including +/- one standard error from the mean as shown in [Figure 4-3](#). The mean regression line was computed using the mean precipitation for the entire watershed. This graph illustrates that the FLO-2D results are generally less than the 2005 SWMP and consistent with the USGS regression equations for smaller watersheds however, somewhat higher than the USGS regression equations for larger watersheds.

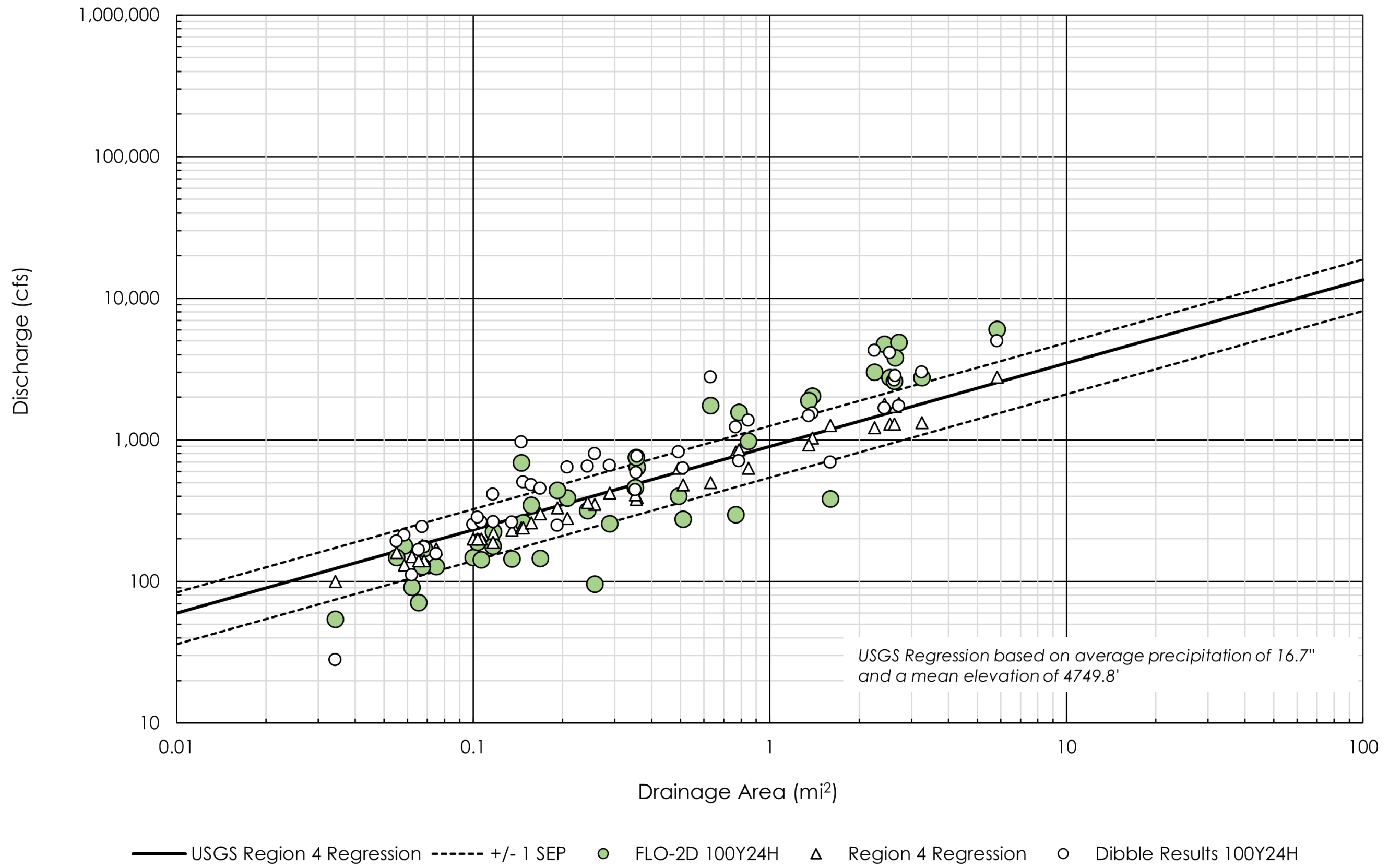


Figure 4-3. 2021 100-Year FLO-2D Model Results Comparison to USGS Regression Equations and 2005 SWMP Existing Conditions Results

The next comparison consists of the final 25-year and 100-year FLO-2D results to the 2005 SWMP future conditions results. The comparison table is shown in [Table 4-2](#). The 25-year 2021 FLO-2D results are significantly lower than the 2005 SWMP results, however, the 100-year results comparison is mixed.

The 100-year peak discharges from the FLO-2D model results and the 2005 SWMP were also plotted against the regression equations, including +/- one standard error from the mean as shown in [Figure 4-4](#). Similar to the existing conditions comparison, this graph illustrates that the FLO-2D results are generally less than the 2005 SWMP and consistent with the USGS regression equations for smaller watersheds, however, somewhat higher than the USGS regression equations for larger watersheds.

Table 4-2. 2021 FLO-2D Model Results Comparison to USGS Regression Equations and 2005 SWMP Future Conditions Results

Sub-Model	Conc. Point KKID	Contributing Sub-basins	Comparison GIS FPXSEC ID	FPXSEC.DAT Sub-Model ID	Contributing Area (sq. mi.)	Mean Elev	Mean Ann Precip (in)	Flood Region 4 Regression Discharges (cfs)				Dibble Flows 24H HEC-1 (cfs)				FLO2D FPXSEC Comparison				Difference (Regression minus FLO2D)				Difference (Dibble minus FLO2D)		Difference (Dibble minus FLO2D)	
								Q2	Q10	Q25	Q100	Q2	Q10	Q25	Q100	Q2	Q10	Q2524H	Q10024H	Q2	Q10	Q25	Q100	Q25	Q100		
West_1	A6B	A6B	173	137	0.1171	4428.5	15.3	13	70	120	220	-	-	197	257	-	-	109	224	0	0	11	-4	88	33		
	A16B	A16B	818	368	0.1352	4597.7	15.5	14	70	120	230	-	-	180	244	-	-	61	144	0	0	59	86	119	100		
	A25B	A25B	687	335	0.0622	4665.9	15.6	9	40	80	150	-	-	81	107	-	-	37	91	0	0	43	59	44	16		
	B45C	See Workmap	704	352	2.5427	4605.6	15.1	102	430	700	1290	-	-	3803	5362	-	-	1455	2749	0	0	-755	-1459	2348	2613		
	B50C	B50B, B51B, B52B & B56B	178	142	0.3570	4886.0	15.9	28	120	210	390	-	-	628	849	-	-	251	640	0	0	-41	-250	377	209		
	B52B	B52B	820	370	0.0683	5309.5	16.5	9	40	70	140	-	-	128	168	-	-	63	131	0	0	7	9	65	37		
	B65C	B65B, B66B & B69B	583	262	0.5099	4928.1	15.9	35	150	250	480	-	-	471	664	-	-	439	767	0	0	-189	-287	32	-103		
	B66B	B66B	697	345	0.3548	5081.4	16.4	27	120	200	380	-	-	388	523	-	-	341	749	0	0	-141	-369	47	-226		
	B73C	B73B, B74B & B75B	831	372	0.2074	4548.2	14.7	19	90	150	280	-	-	508	655	-	-	245	387	0	0	-95	-107	263	268		
	B82B	B82B	808	367	0.1165	4606.1	14.7	13	60	100	190	-	-	288	375	-	-	88	177	0	0	12	13	200	198		
	A23C	A23B, A25B, A27B, A28B, A28AB, A29B, A30B, A31B, A32B, A33B	-	-	0.2674	4578.5	15.7	23	110	190	360	-	-	834	983	-	-	278	547	0	0	-88	-187	556	436		
	A33B	See regression_subbasin2.xls	883	403	0.1474	4672.7	15.6	15	70	130	240	-	-	75	97	-	-	104	260	0	0	26	-20	-29	-163		
	B42C	See regression_subbasin2.xls	839	375	0.1571	4387.6	14.9	16	80	140	260	-	-	392	502	-	-	174	345	0	0	-34	-85	218	157		
	B47C	See regression_subbasin2.xls	239	203	0.8460	4646.6	14.8	49	200	340	630	-	-	1238	1759	-	-	451	981	0	0	-111	-351	787	778		
B63C	See regression_subbasin2.xls	235	199	0.6318	4833.3	14.8	40	160	270	500	-	-	2378	3275	-	-	990	1744	0	0	-720	-1244	1389	1531			
B75B	See regression_subbasin2.xls	226	190	0.0585	4606.7	14.9	8	40	70	130	-	-	163	210	-	-	105	178	0	0	-35	-48	58	32			
B40C	See regression_subbasin2.xls	676	324	2.2520	4527.3	15.0	94	400	660	1220	-	-	4145	5956	-	-	1551	2994	0	0	-891	-1774	2594	2962			
West_2	C11B	C11B	821	172	0.0654	4515.2	14.5	9	40	70	140	-	-	96	127	-	-	22	71	0	0	48	69	74	56		
	C19C	C19B & C20B	822	173	0.1065	4604.7	15.2	12	60	100	200	-	-	183	252	-	-	82	142	0	0	18	58	101	110		
	C26C	C26B & C28B	586	125	1.3903	4769.1	16.9	68	310	540	1030	-	-	867	1216	-	-	817	2035	0	0	-277	-1005	50	-819		
	C29B	C29B	310	25	0.3515	4449.8	15.0	27	130	220	410	-	-	219	318	-	-	132	459	0	0	88	-49	87	-141		
	D11B	D11B	823	174	2.4362	5476.5	21.9	99	480	880	1780	-	-	1438	1990	-	-	2145	4722	0	0	-1265	-2942	-707	-2732		
	D16B	D16B	824	175	0.1921	4707.3	17.0	18	90	170	330	-	-	191	270	-	-	177	438	0	0	-7	-108	14	-168		
	C2C	See regression_subbasin2.xls	810	167	3.2497	4592.2	14.1	120	460	740	1320	-	-	2195	3247	-	-	989	2746	0	0	-249	-1426	1206	501		
	P3B	See regression_subbasin2.xls	298	13	0.0343	4470.7	14.3	6	30	50	100	-	-	21	28	-	-	23	54	0	0	27	46	-2	-26		
	C12C	See regression_subbasin2.xls	589	128	2.6300	4636.9	15.0	104	430	700	1290	-	-	1717	2495	-	-	940	2589	0	0	-240	-1299	777	-94		

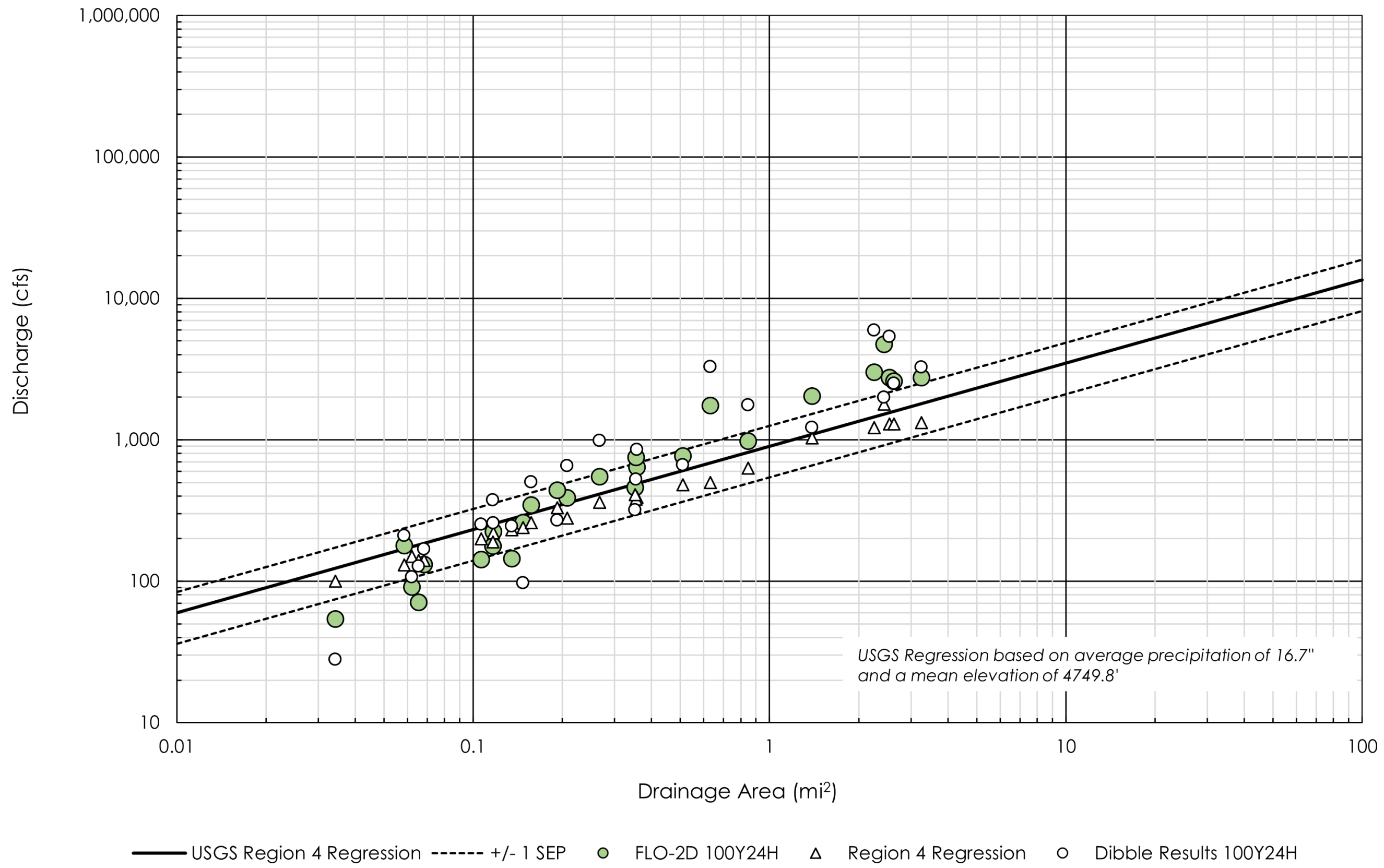


Figure 4-4. 2021 100-Year FLO-2D Model Results Comparison to USGS Regression Equations and 2005 SWMP Future Conditions Results

2018 Oak Creek FDS Comparison

A 100-year hydrograph comparison was made between the 100-year FLO-2D results, the 2005 SWMP, and HEC-HMS model results from the 2018 Oak Creek FDS for Soldier Wash and Carroll Canyon Creek (refer to [Figure 4-2](#)). The results of both comparisons are shown in [Figure 4-5](#) and [Figure 4-6](#). The FLO-2D peak discharge for Soldier Wash at the comparison location is slightly higher than the prior study results, however, the total runoff volume is significantly less. This location is in the upper Soldier Wash watershed with little or no development. The FLO-2D peak discharge and total runoff volume for Carroll Canyon Creek at the comparison location are significantly lower than the prior study results. This is not unexpected given the significant urbanization within the contributing watershed. Contradictory to past beliefs, urbanization has the effect of attenuating runoff due to intermittent storage and floodwave dampening which has been verified by many past calibrated studies.

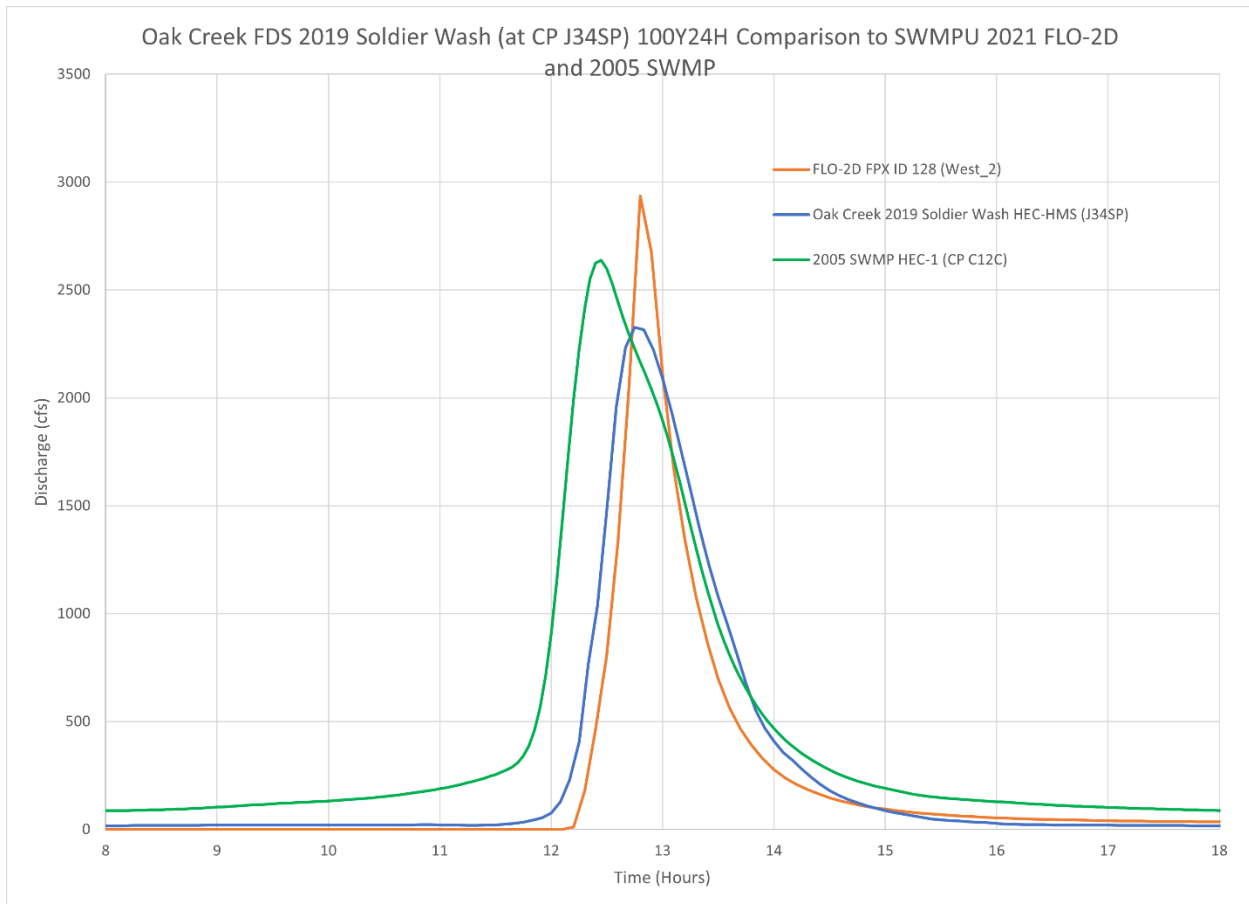


Figure 4-5. Soldier Wash 100-Year, 24-Hour Hydrograph Comparison

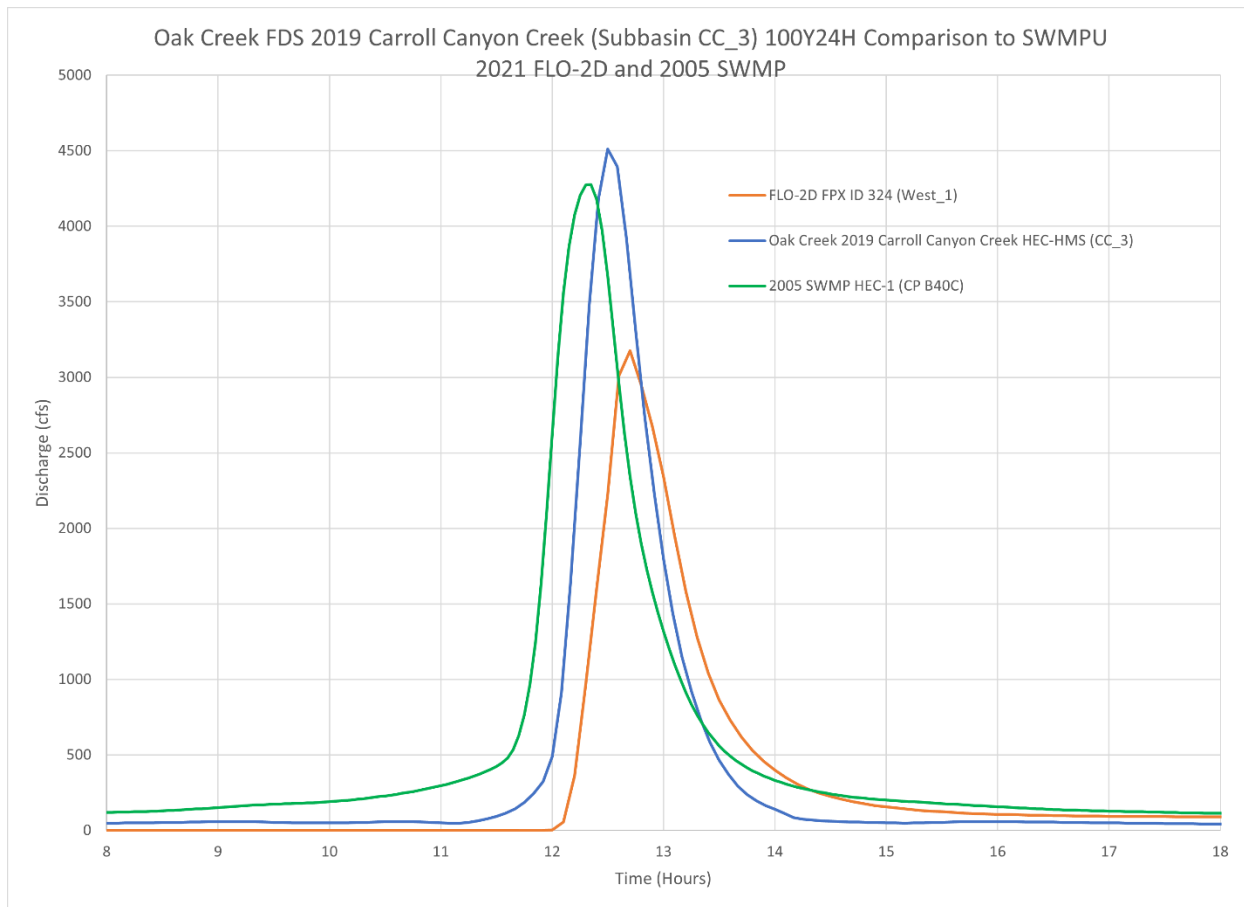


Figure 4-6. Carroll Canyon Creek 100-Year, 24-Hour Hydrograph Comparison

2020 Sunset Drive Hydrology Report Comparison

One final comparison was made between the 2021 (Phase II) FLO-2D model results and the 2020 Sunset Drive Design Hydrology along Carroll Canyon Creek. The estimated 25-year design discharge for the Sunset Drive crossing was 1,145 cfs. The 25-year discharge estimate from the SWMPU project 2021 FLO-2D model is 1,117 cfs. It should be noted that the 2020 Sunset Drive Design Hydrology was also developed using FLO-2D but was a less detailed model that adopted rainfall runoff parameters from the 2005 SWMP.

NEX-RAD Historic Storm Model Verification

JE Fuller initiated an internal verification study using the SWMPU project Phase 2 models as part of an annual Summer Intern program we operate in 2021. The City of Sedona wanted us to review the historic storm of July 25, 2007 that caused significant runoff in Morgan Wash that adversely impacted the a Sewer Lift Station that was under construction at the time. The City provided ground photos of runoff in the wash during the event for verification. JEF also decided to use the September 10, 2009 storm that resulted in several flooding events within the City but is probably best known for the Tlaquepaque Arts and Shopping Center flooding which caused millions of dollars of damage. The models were modified to simulate the conditions on the ground during each event and the historic rainfall obtained from NEX-RAD radar rainfall was used in each model. Both storm models produced results that generally agreed with

flood observations on the ground at the time of each storm. A summary document for both storm model verifications are included in the [Appendix](#).

Overall, the 2021 FLO-2D model is yielding reasonable results as compared to the various sources summarized above.

4.2.5. Final Hydrologic and Hydraulic Results

FLO-2D can provide hydrologic and hydraulic results at every location within the model area. Peak flow rates and hydrographics are provided at all predefined floodplain cross sections (FPXSEC.DAT) and hydraulic structure (HYSTRUC.DAT) locations. Large plot [Exhibit Maps](#) are included in this report that summarize the model results for each frequency storm. Digital detailed model output and FLO-2D model files are included on a hard drive included in the [Appendix](#).

5.0 Hydraulic Analysis

5.1. Flood Zone Mapping

The purpose of Phase III of the SWMPU project was to update the City of Sedona locally regulated flood zones originally prepared in 1994. The new 100- and 500-year, 24-hour storm SWMPU FLO-2D results were used to define the peak discharges for the hydraulic analysis. The hydraulic modeling performed to provide the basis of the flood hazard zone delineations was a combination of developing new, one-dimensional hydraulic modeling or using the FLO-2D modeling results directly. The following paragraphs discuss in detail the methods used to determine the flood zone delineation limits.

5.1.1. Selection of Studied Watercourses

Watercourses were selected for delineation primarily based on whether the reach has a 100-year discharge (Q100) greater than 50 cfs. No new floodplain was delineated for washes with a Q100 less than 50 cfs, even if there was a pre-existing floodplain, with the exception of drainage channels close to homes that the City has defined as having flooding or erosion problems. Additionally, washes were excluded that were predominantly within US Forest Service land or already defined as regulatory FEMA floodplains. Some exceptions to this criteria were made based on City input and engineering judgement. In some instances, watercourses that didn't meet the 100-year discharge criteria were delineated with a 500-year floodplain that showed high flow depth, inundate a broad area, contains infrastructure, and/or has the potential for future development.

It should be noted that the hydraulic baseline, streamline, or stream centerline for all updated flood zones delineated were given a name with the exception of watercourses that already have a well established name (e.g. Soldier Wash, Carroll Canyon Creek). Names were selected based on nearby placenames, roadnames, or other relevant geographic names obtained from local maps. Furthermore, reach names were provided for flow splits and tributaries in a similar fashion. When a reach name for each segment of the main watercourse was needed for HEC-RAS modeling described below, the name "1" was used. In other words, the reach name of the main watercourse is named 1 (e.g. River = Soldier Wash, Reach = 1).

5.1.2. Floodplain Delineation Methods

Two methods were used to delineate the 100- and 500-year flood zone boundaries of the defined watercourses: HEC-RAS and FLO-2D. The U.S. Army Corps of Engineers Hydrologic Engineering Center River Analysis System (HEC-RAS) version 6.1.0 was used to create the hydraulic model for the flood zone delineations for washes that have more riverine, one-dimensional flow behavior. 100- and 500-year flow data came from the nearest FLO-2D cross-section. Upstream boundary conditions were set to normal depth and downstream boundary conditions were set to either of the following: the maximum water surface elevation for the 100- and 500-year runs from either the downstream HEC-RAS modeling reach results, the FLO-2D model results, or the FEMA hydraulic model. Additional parameter specifications can be found in Section 5.2.

Watercourses that are 2-Dimensional in their flow nature and/or have a large portion of underground discharge contained in storm drains were delineated using FLO-2D. The hydraulic parameters used for these delineations were computed as part of the hydrology and are documented in Section 3. The general process used for floodplain delineation is to first create a raster surface of the 100-year maximum water surface elevation (WSEL) data from the FLO-2D model output. It is important to note that the FLO-2D models were developed using rain on the grid so every grid has a flow depth and some level of a WSEL above the existing ground. As such, WSEL contours were reviewed and adjusted to smooth out inflection points near the banks and to establish the prevailing water surface elevation across the watercourse from the left floodplain limit to the right. These adjusted WSEL contours are considered the Base Flood Elevations (BFE) for use in floodplain regulation by the City of Sedona. The BFE contours are then overlaid onto the existing ground surface contours. The floodplain limits are then drawn by tracing along the locations where the BFE lines generally intersect or match the existing ground contour data within a specified tolerance. The limits of the 500-year flood zone were determined using the same techniques as the 100-year delineations.

5.1.3. Floodway Determination

Floodways are broadly defined as zones that are preserved to carry the majority of the 100-year flow in a given area. They are typically defined by FEMA as the areas that cannot be encroached within such that the surcharge (increase in 100-year water surface elevation) would exceed 1.0 ft. This is relatively simple in a 1-dimensional HEC-RAS model using the encroachment module, but much more complicated in a 2-dimensional model. Explicitly simulating encroachment for floodway definition within the FLO-2D delineation areas was not warranted for this study. As such, the product of the 100-year depth and velocity rasters was used as an indicator of the floodway zone because it is a good proxy for conveyance potential. A general threshold of 5 to 10 ft²/s was used to define floodways on washes with less than 150 cfs of flow and greater than 10 ft²/s for washes with greater than 150 cfs of flow.

5.2. Parameter Estimation and Modeling Considerations

5.2.1. Roughness Coefficients

A unique Manning's n-value (roughness coefficient) was assigned to each reach modeled with HEC-RAS. No distinction was made for channel vs bank. The n-value was computed using the following equation (Jarret, 1985):

$$n = 0.39 S^{0.38} R^{-0.16}$$

Where,

n = manning's roughness coefficient

S = average channel slope

R = average hydraulic radius of the reach

Since Hydraulic Radius is a function of wetted perimeter and cross-sectional area, which increases with increased roughness, an iterative approach was taken to compute the n-values. Firstly, channel and bank

values of 0.045 and 0.055, respectively, were input for each reach as these are typical base values given to mountainous streams similar to those seen throughout the City. The models were then run and the resulting average slope and wetted perimeter values were used in the above equation to calculate a new, single n-value for each reach, with no distinction between channel and bank. The models were run again using this n-value and the resulting hydraulic radii were averaged again to recalculate yet another n-value. With this second iteration, the hydraulic radii and n-values converged satisfactorily resulting in the final n-value. The average reach slopes, hydraulic radii, and n-values used for the delineations can be found in [Table 5-1](#).

The roughness coefficients used for the FLO-2D delineations were computed as part of the hydrology and are documented in Section 3.

Table 5-13. Roughness Coefficients used in HEC-RAS models

FLO-2D Model	HEC-RAS Model	Reach Name	Avg Reach Slope	Avg Hydraulic Radius	Reach n-value	
East_1	BackOBeyondWash	Mystic Hills Creek - 1	0.04	1.52	0.109	
		Mystic Hills Creek - SR 179 Trib	0.04	1.70	0.107	
		Castle Rock Draw - 1	0.06	1.43	0.129	
		Castle Rock Draw - Trib 1	0.07	1.31	0.133	
		Back O' Beyond Wash - Rolling Reach	0.06	2.05	0.120	
		Back O' Beyond Wash - Sagebrush Reach	0.08	1.34	0.139	
		Back O' Beyond Wash - Sagebrush Reach - Trib 1	0.08	1.08	0.148	
		Back O' Beyond Wash - 1	0.05	2.94	0.106	
		Cathedral Rock Wash - 1	0.15	1.70	0.174	
		Cathedral Rock Wash - Scenic Trib	0.01	3.52	0.061	
		Back O' Beyond Wash - 2	0.05	1.02	0.127	
East_2	OakCreekTrib_E	Artistic Wash - 1	0.06	2.12	0.116	
		Gassaway Creek - 1	0.04	2.15	0.105	
		Gassaway Creek - Trib 1	0.05	1.13	0.124	
		Bear Wallow Creek - 1	0.03	4.68	0.076	
West_2	MormanCanyonWash	Morman Canyon Wash - 1	0.03	6.51	0.074	
		Morman Canyon Wash - Navajo Reach	0.06	1.09	0.133	
		Morman Canyon Wash - Navajo Reach - Trib 1	0.06	1.30	0.125	
		Morman Canyon Wash - Park Ridge Trib	0.07	1.39	0.138	
		Morman Canyon Wash - Jordan Trib	0.10	1.27	0.156	
		Morman Canyon Wash - Munds Mountain Trib	0.06	2.61	0.114	
	SoldierWash	Soldier Wash - 1	0.02	3.45	0.070	
		Soldier Wash - Rim Shadow Trib	0.07	0.99	0.140	
		Soldier Wash - Enchanted Way Reach	0.04	2.86	0.096	
		Soldier Wash - Enchanted Way Reach - Trib 1	0.05	0.96	0.124	
		Soldier Wash - Enchanted Way Reach - Trib 2	0.06	1.01	0.132	
		Soldier Wash - Little Scout Trib	0.07	1.60	0.129	
		Soldier Wash - Moonlight Trib	0.08	1.06	0.147	
		Soldier Wash - Soldiers Trail Trib	0.08	1.31	0.143	
			Soldier Wash - 89A Reach	0.10	1.39	0.157
	OakCreekTrib_W	Palisades Creek -1	0.08	1.47	0.138	
		Soldier Wash - SR89A Reach - Trib 1	0.06	1.23	0.126	
Soldier Wash - SR89A Reach		0.04	1.35	0.106		
Soldier Wash - Barcelona Trib		0.08	1.72	0.138		
West_1	DryCreek_Trib	Dry Creek Tributary 1 - 1	0.05	1.73	0.113	
		Dry Creek Tributary 1 - Garnet Hill Trib	0.10	1.26	0.158	

FLO-2D Model	HEC-RAS Model	Reach Name	Avg Reach Slope	Avg Hydraulic Radius	Reach n-value	
		Dry Creek Tributary 1 - Desert Holly Trib	0.07	1.53	0.130	
		Dry Creek Tributary 1 - North Slopes Reach	0.07	1.16	0.136	
		Dry Creek Tributary 2 - 1	0.06	1.74	0.121	
		Dry Creek Tributary 3 - 1	0.08	1.29	0.143	
	BristleConesPinesCrk	Girdner Tank Wash - 1	0.04	1.12	0.112	
		Grasshopper Flat Tank Wash - Trib 2	0.06	1.23	0.126	
		Grasshopper Flat Tank Wash - 1	0.02	1.67	0.088	
		Moki Wash - 1	0.04	1.12	0.111	
		Bristle Cones Pines Creek - Trib 2	0.04	1.87	0.103	
		Bristle Cones Pines Creek - Trib 1	0.04	1.47	0.112	
	ChimneyCreek_N	ChimneyCreek_S	Bristle Cones Pines Creek - 1	0.03	1.85	0.099
			Chimney Creek - 1	0.05	1.39	0.121
	ChavezCrossing		Chimney Creek - 1	0.02	3.71	0.068
			Chavez Crossing - Reach 1	0.16	1.29	0.185
			Chavez Crossing - Reach 2	0.12	1.04	0.174
			Chavez Crossing - Reach 3	0.14	0.95	0.188

5.2.2. Bridges and Culverts

Bridge/culvert data input for the HEC-RAS models were obtained from the City’s storm water GIS, As-built Construction Drawings, or field reconnaissance conducted as part of this study as discussed in [Section 3.0](#). Culverts with a 48” diameter (or equivalent area) or greater were included in the HEC-RAS models. Most bridges were not modeled due to the bottom of the bridge deck being higher than the 100-year maximum depth. Culvert roughness values were based on the pipe material and were assigned as 0.012 and 0.025 for concrete and corrugated metal, respectively.

5.2.3. Expansion and Contraction Coefficients

The expansion and contraction coefficients were set to the default values of 0.1 and 0.3, respectively, except upstream and downstream of culvert locations where 0.3 and 0.5 were used, respectively.

5.2.4. Cross Section Description

HEC-RAS cross-sections were created from the 2016 LiDAR elevation data from the FEMA Cooperative Technical Partner project for Oak Creek described previously.

5.2.5. Levees and Dikes – Not Applicable

5.2.6. Islands and Flow Splits

The FLO-2D model was the basis for delineations where flow splits and distributary flow patterns were found, typically within heavily urbanized portions of the study area. Additionally, many floodplain islands were created during the initial flood zone delineation sampling but most of the islands were very small and removed in the final delineations.

5.2.7. Ineffective Flow Areas

In the HEC-RAS models, ineffective flow areas were specified upstream and downstream of culverts where the flow would not be actively conveyed, upstream or downstream of topographic features, or building obstructions rendering portions of modeled cross-sections ineffective. For the FLO-2D models, ineffective flow area is not applicable.

5.2.8. Supercritical Flow

While the washes run very close to critical due to the high slopes within the study area, the HEC-RAS models were run as subcritical to be consistent with FEMA standards. Additionally, the Jarret (1985) equation for estimating Manning's n was employed as it was developed for predicting roughness coefficients for high gradient natural channels, which better controls supercritical flows and is more consistent with the natural channel flow. Supercritical flow in a natural watercourse is rare and unstable and typically is mitigated by erosion, deposition, and other geomorphic processes.

5.3. Issues Encountered During the Study

Some unique locations that did not fit into the delineation method criteria documented above required engineering judgment and individualized approaches for the delineations. Those locations are described below.

In Bristle Cone Pines Creek, the one-dimensional limitations of HEC-RAS did not properly simulate the right overbank flood extent for cross-sections 4520, 4480, and 4210 (the area just south of Color Cove Rd) due to additional tributary inflow. As such, the flood zones were extended based on the corresponding FLO-2D depth grids. Also on this reach, the right overbank of the 500-year floodplain of Tributary 2 was extended using the FLO-2D depths grids for cross-sections 1256, 1190, 1122, and 1015 (along W Dove Wing Dr) due to the distributary nature of the reach in this area.

In the Enchanted Way Reach of Solider Wash, FLO-2D results were used to delineate the split flow downstream of the private drive toward the downstream-most portion of the reach.

In Mystic Hills Creek – SR179 Tributary, HEC-RAS did not properly capture the flow split on river left at cross-sections 1599 to 1434, therefore, the FLO-2D results were used to extend the floodplain delineations.

A house within Parcel 401-56-027 falls directly on top of the hydraulic baseline of Palisade Creek. Field investigation found that the home was adequately raised above the creek and no further accommodation was made for the delineation.

FLO-2D results indicated that Mormon Canyon Wash overtops SR-89A, therefore these results were used to extend the HEC-RAS delineations from SR-89A to where the wash outfalls to Oak Creek.

A wall intersects Back O' Beyond Wash – Rolling Reach – Trib 1 behind Parcel 408-15-020. Because this wall could not be observed in person due to accessibility issues and was only observed in aerial photos, it was assumed that it has a sufficient opening to pass flow.

5.4. Work Maps

Work maps displaying the floodplain, floodway boundaries, as well as the BFE contours are included in the digital Appendix. It should be noted that future updates are likely and we encourage local engineering staff and consulting engineers to obtain the final products digitally through the Cit of Sedona or access on the Sedona Web Viewer (www.sedonaaz.gov).

6.0 Erosion, Sediment Transport, and Geomorphic Analysis

No erosion, sediment transport, nor geomorphic analyses were performed as part of this work assignment.

7.0 References

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- JE Fuller. (2020). *Sunset Drive Drainage Improvements Hydrology Report*. Sedona.
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- Sanborn. (2016). *Yavapai LiDAR - LiDAR Campaign Processing and QA/QC Report*. Colorado Springs: Sanborn Map Co., Inc.
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- United States Dept. of Agriculture and United States Forest Service. (2005). *Terrestrial Ecological Unit Inventory Technical Guide*. USDA.
- United States Geological Survey. (2014). *Methods for Estimating Magnitude and Frequency of Floods in Arizona, Developed with Unregulated and Rural Peak-Flow Data through Water Year 2010*.
- Yavapai County. (2015). *Drainage Design Manual for Yavapai County*. Prescott, Arizona.

EXHIBITS (Included Digitally)

APPENDIX (Portions included Digitally)

From: Rob Lyons

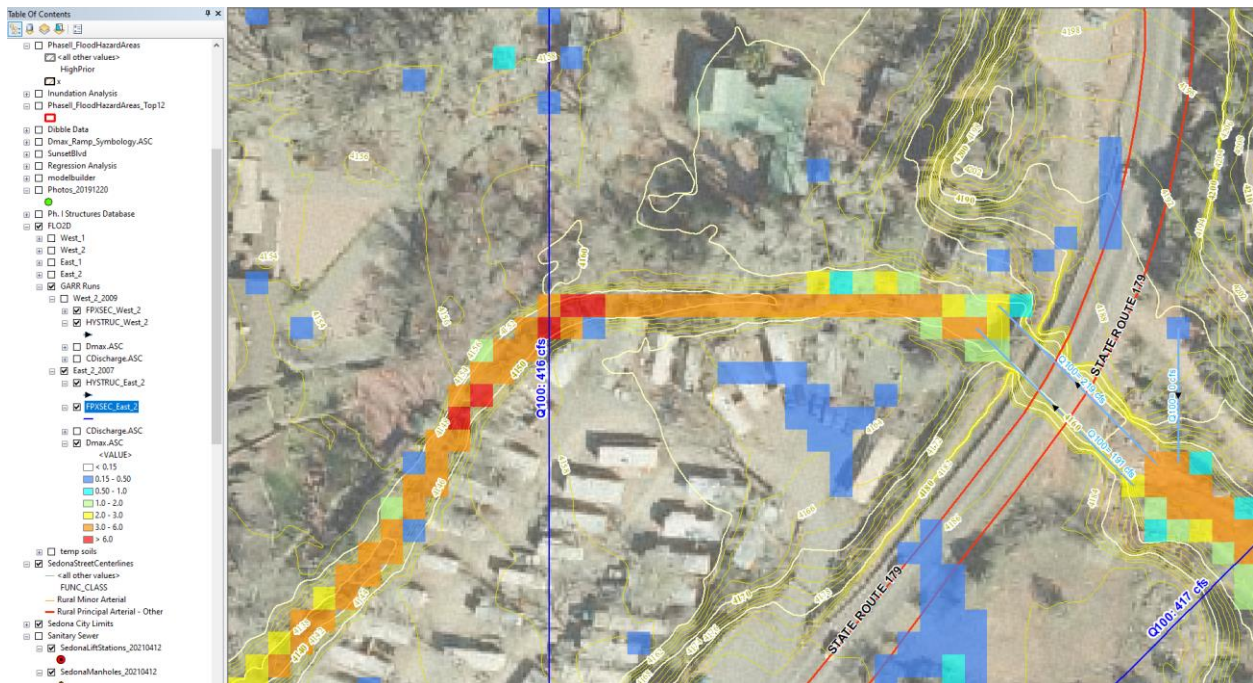
Sent: Thursday, August 19, 2021 4:42 PM

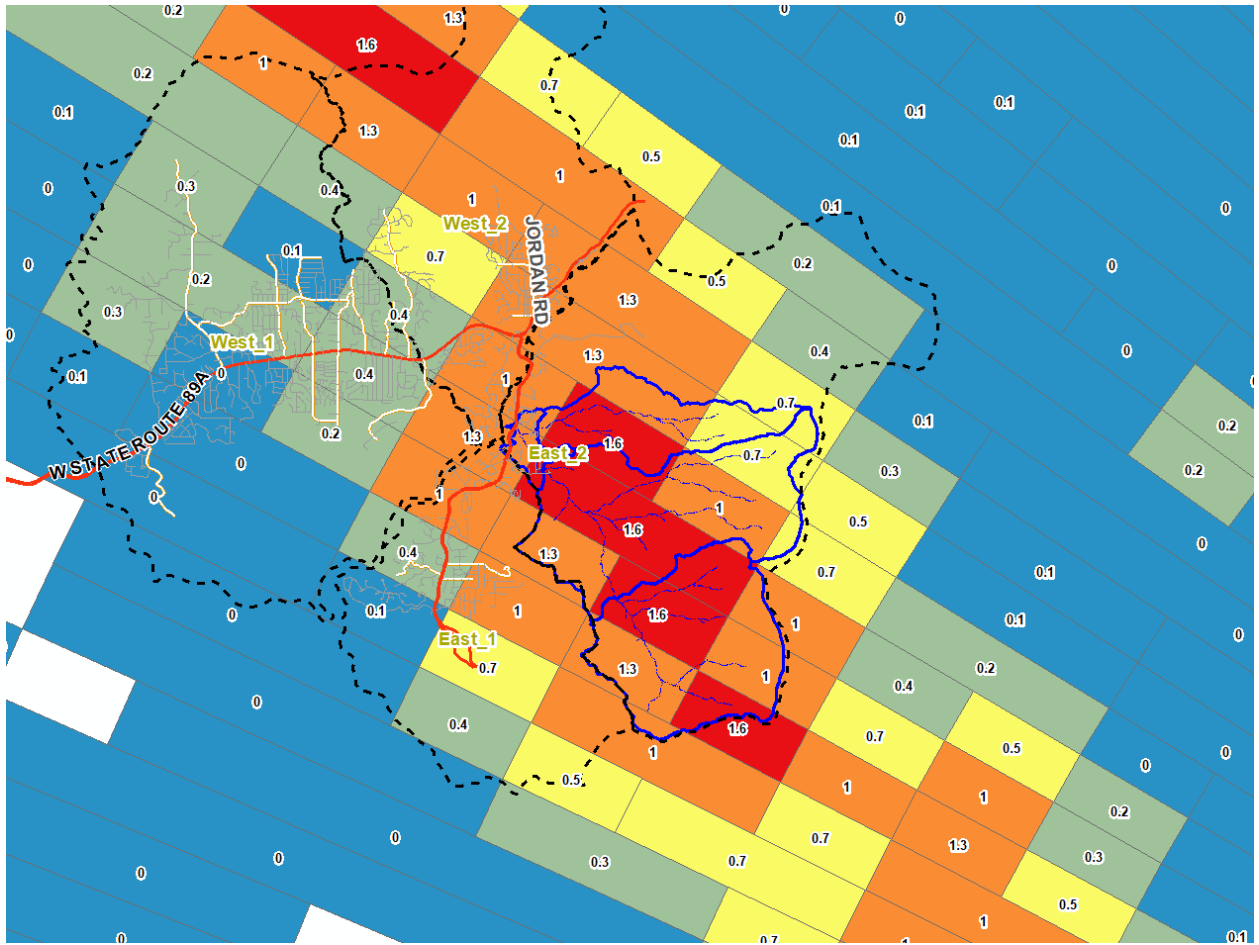
To: Andy Dickey <adickey@sedonaaz.gov>; Sandy Phillips <sphillips@sedonaaz.gov>

Cc: Chandler Adamaitis <chandleradamaitis@gmail.com>; Rob Lyons <rob@jefuller.com>

Subject: July 25, 2007 Event Radar FLO-2D Model of Morgan Wash Results

Hi Andy and Sandy, we ran the July 25, 2007 event using Radar data for the SWMPU FLO-2D Submodel that includes Morgan Wash and Margs Draw. The area that you had photos for Andy was downstream of the confluence with Margs Draw, so the comparison is on Morgan Wash. The first screen capture below is the results that shows the event was generally contained within the channel and resulted in about 400 cfs according to the model. The photos you sent of the event near the lift station also show that the flow was pretty much contained in the channel, however, it's hard to judge what the flow rate was and if the photos were taken at the peak of the runoff event. I've attached a couple for reference. In general, I think the model is showing similar conditions to those observed on the ground. The second screen capture below shows the storm total Radar for the event. You'll see that much of the watershed (dark blue polygons to the right) received up to 1.6-inches of rain.





ROB LYONS | PE, CFM
 8400 S Kyrene Rd, Suite 201 | Tempe, AZ 85284
 Mobile: 480-250-9842 | rob@jefuller.com
www.JEFuller.com

Ground Photos Taken during the Runoff Event in Morgan Wash (provided by Andy Dickey)



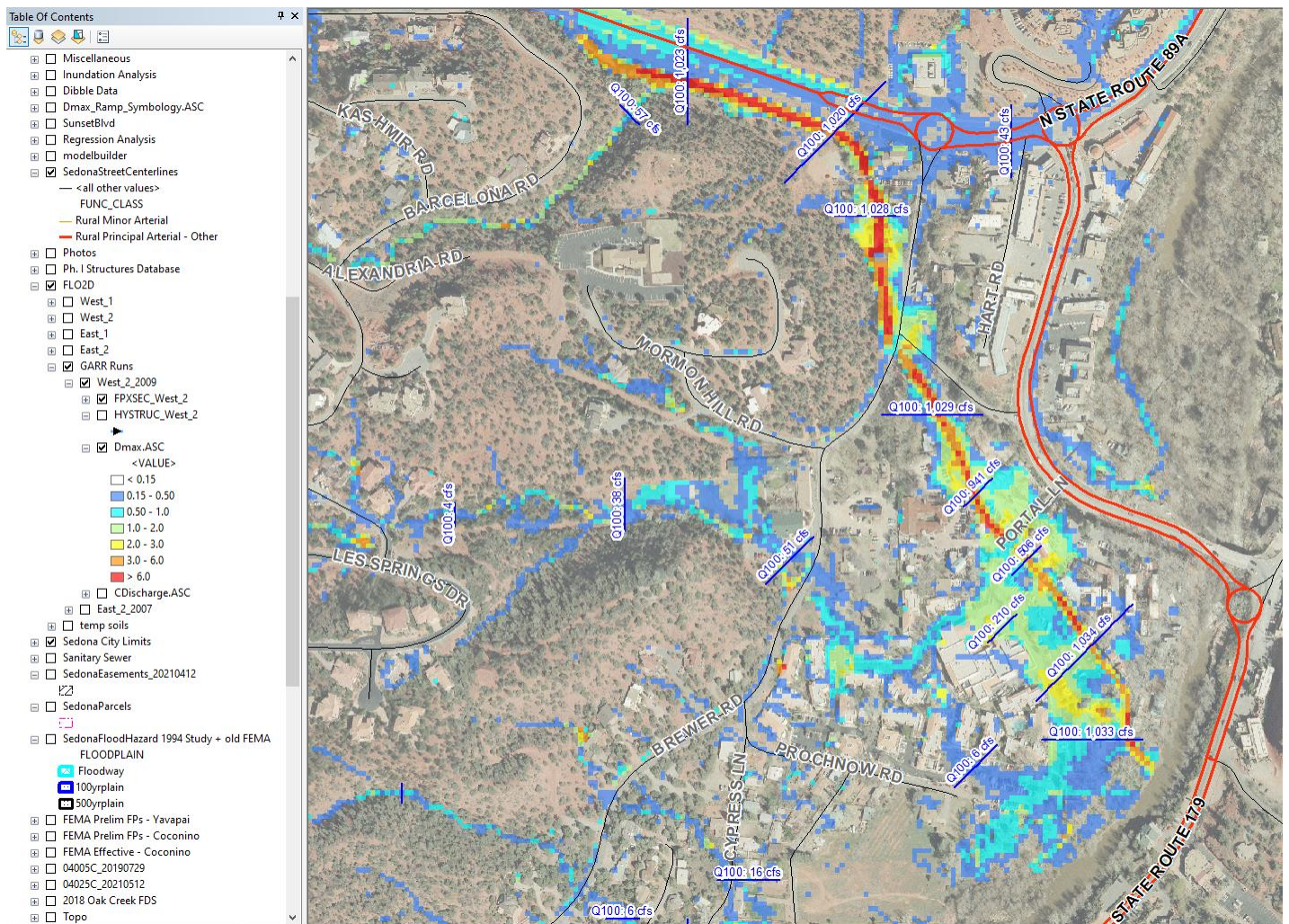


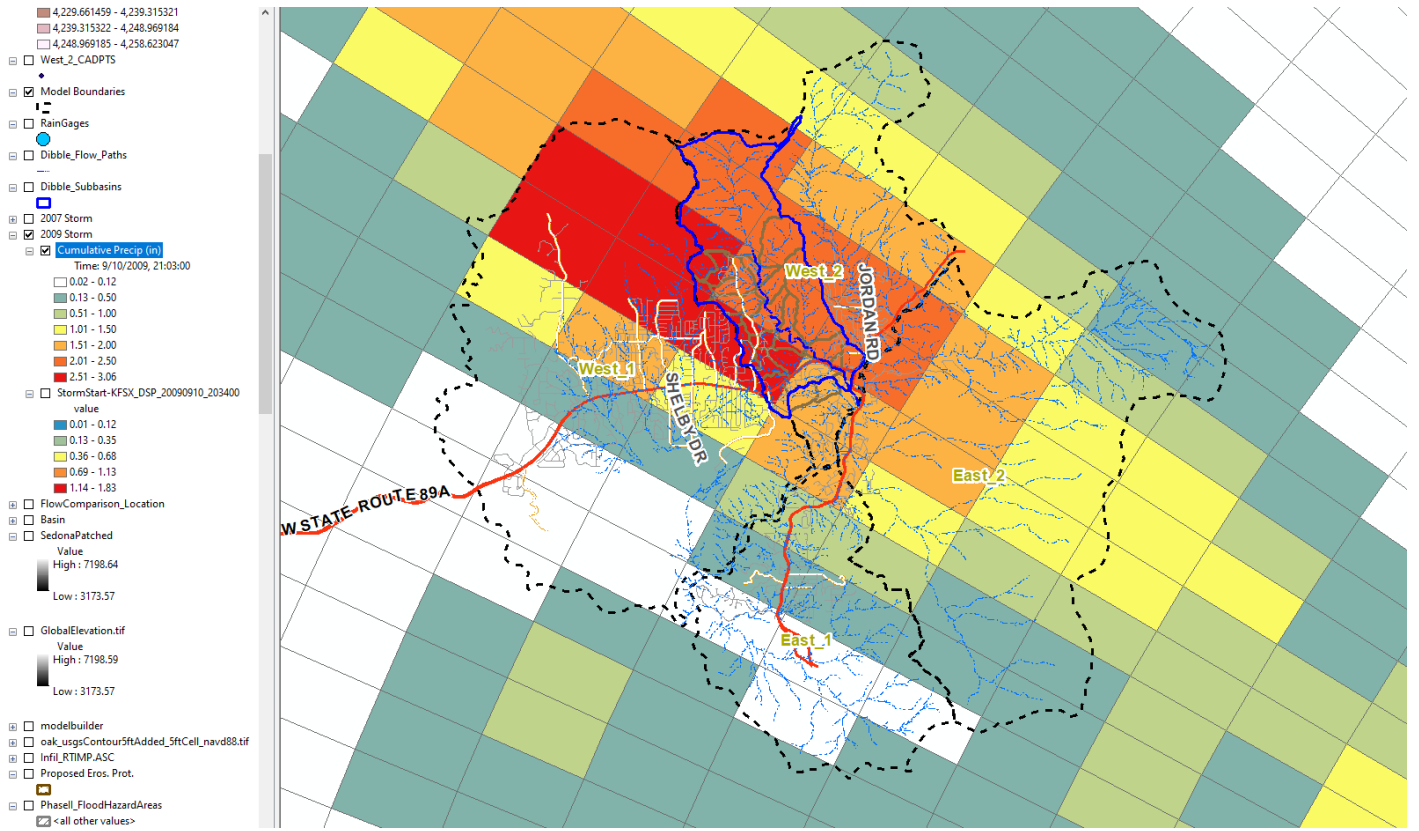
Subject: September 10, 2009 Event Radar FLO-2D Model of Soldier Wash Results

We ran the September 10, 2009 event using Radar data for the SWMPU FLO-2D Submodel that includes Soldier Wash (West_2). This model included revisions to the underlying topography in the FLO-2D model through Soldier Wash downstream of SR 89A through Tlaquepaque to the Oak Creek outfall. The topography used was the Citywide 2-foot contour data from a flight date in 2007. The topographic replacement in the model was so that model results would simulate the terrain at the time of the flood which was prior to the CIP improvements made in several phases to Soldier Wash following the flood of 2009.

The first screen capture below shows the general inundation extents and approximate depths of the event through Tlaquepaque with a resulting peak discharge of approximately 1,000 cfs. David Peck/City of Sedona recalls depths in the parking area on the northeast side of the shopping center and west of SR 179 between 1 and 2-feet. There were several photos taken in this area provided that appear to have high water marks also within this depth range (refer to Oak Creek Brewery sign, below). The event FLO-2D model results also show depths in this area between 1- to 2-ft.

In general, the model is showing similar conditions to those observed on the ground. The second screen capture below shows the storm total Radar for the event. Most of the watershed (dark orange polygons) received over 2.0-inches of rain.





Ground Photos Taken during and after the flood event on Soldier Wash through Tlaquepaque (provided by David Peck)



Flood Hazard Area Workshop Summary for the STORMWATER MASTER PLAN UPDATE: PHASE 3

Submitted to

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336



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 - 2.2 Flood Hazard Area Workshop: Attendees
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Appendices

- A – Project Notification
- B – Mailing List
- C – Workshop Sign-In Sheets
- D – Workshop Comment Forms

Submitted by

Beta Pr

June 30, 2022



1. Public Relations Scope of Work

1.1 Project Information

The City of Sedona (City) and their consultant, JE Fuller, are currently working on the Sedona Stormwater Master Plan Update Project: Phase 3 (SWMPU). The project has consisted of updating the locally regulated Flood Hazard Areas within City limits. The new maps include more accurate models and take into account the extensive changes from new developments, improved stormwater facilities and natural changes to the terrain. Beta Public Relations (BetaPr) was contracted to perform public outreach efforts to notify stakeholders whose floodplain designation has changed, man the Flood Hazard hotline and facilitate a Flood Hazard Area Workshop to discuss new flood zones and hazards with stakeholders.

1.2 Public Involvement Scope of Work

BetaPr was tasked with performing public outreach efforts for the SWMUP Project. BetaPr provided the following Scope of Work to JE Fuller on Friday, June 3, 2022.

Task 1 – Project Notification Production and Distribution

BetaPr produced a Project Notification (Appendix A) that was supplied by the Project Team on Wednesday, June 15, 2022. The flier highlighted project details and served as a community workshop invitation regarding the new flood hazards identified. The fliers were printed, placed in envelopes and mailed directly to 2,788 stakeholders (Appendix B)

Task 2 – Website Maintenance

BetaPr supported the City and JE Fuller with developing the existing project-specific web page.

Task 3 – Project Hotline Maintenance

BetaPr established and maintained a 24-hour project hotline. Hotline calls continue to be answered, with all stormwater-related questions directed immediately to the project team for resolution, if necessary. To date, BetaPr has received 33 hotline calls.

Task 4 – Public Comments Log

A Public Comments Log documenting all project hotline calls is kept. The resolution of each inquiry is recorded to be provided to the project team if requested. There are currently 33 hotline calls recorded in the Public Comments Log, all of which have been resolved.

Task 5 – Flood Hazard Area Workshop Support and Facilitation

On Wednesday, July 29, 2022, BetaPr facilitated a Flood Hazard Area Workshop to allow stakeholders to ask questions about the new flood zones and hazards identified, discuss the need to obtain flood insurance and allow open communication between the Sedona community and the City. Facilitation efforts included the development and production of meeting materials, mediating the workshop queue, assisting with presentations, providing refreshments for attendees, and meeting set-up and take-down.



2. Flood Hazard Area Workshop Summary

2.1 Flood Hazard Area Workshop Date, Time, and Location

The City secured the following venue for the Flood Hazard Area Workshop:

Wednesday, June 29, from 3 p.m. to 6 p.m.

City of Sedona Administration Building
221 Brewer Road, Sedona, Arizona 86336

2.2 Flood Hazard Area Workshop: Attendees

A total of 50 stakeholders signed-in when they arrived (Appendix C) with a few stakeholders choosing not to sign-in. Workshop attendees were residents and stakeholders who received the notification and are impacted by the new flood zones and hazards identified by the SWMPU.

2.3 Flood Hazard Area Workshop: Comment Forms

Five comment forms (Appendix D) were submitted to BetaPr at the conclusion of the meeting. Meeting attendees were also told they could mail the comment form directly to the City Engineer at their convenience.

2.4 Flood Hazard Area Workshop: Displays

Displays were produced by the City and JE Fuller.



APPENDIX A

Project Notification



102 Roadrunner Dr.
Sedona, AZ 86336
(928) 204-7111
sedonaaz.gov
FAX (928) 282-5348

June 15, 2022

RE: NOTIFICATION OF FLOOD HAZARD REVISIONS IN SEDONA, AZ

To Whom It May Concern:

The City of Sedona is updating locally regulated Flood Hazard Areas (i.e. floodplains) within the City limits. We have determined there is a change to the floodplain on your property. There are two ways you can review these changes; read on for more details.

A Flood Hazard Area is the area that has been determined to be subject to a 1 percent or greater chance of flooding in any given year (aka 100-year flood) or the area that has been determined to be subject to a 0.2 percent chance of flooding in any given year (aka 500-year flood). These locally regulated Flood Hazard Areas are used to notify residents of potential flood hazards in their area and to help the City of Sedona with floodplain management.

The City of Sedona reviews the Flood Hazard Areas when building improvements or development plans are submitted for permits. The engineering community uses the Flood Hazard Areas and supporting flood data (e.g. flood water elevations) to ensure that proposed building improvements will be safe from flooding and that the improvements will not result in adverse impacts to neighboring properties.

Please go to the website www.sedonaaz.gov/stormwatermasterplan to find your property on the map and view the updated Flood Hazard Areas that affect you. If you have questions related to the updated Flood Hazard Area maps:

1. The City of Sedona will be hosting a Flood Hazard Area workshop from 3:00 PM to 6:00 PM June 29th at 221 Brewer Rd, Sedona, AZ 86336. Staff and engineering contractors will have computers available to review the flood hazard maps with you and answer questions.
2. Please call the Flood Hazard hotline at (928) 852-4164 between 8:00 AM to 5:00 PM Monday through Friday.

Note: the Flood Hazard Areas are not FEMA regulated floodplains and will not result in the requirement to buy flood insurance. However, we encourage our residents to consult with their insurance providers to evaluate the benefits of obtaining flood insurance.

It is our goal to keep our citizens safe from flooding and storm water hazards.

Sincerely,

Sandra Phillips, PE, CFM, ENV SP
City of Sedona Assistant Public Works Director

Public Works



APPENDIX B

Mailing List

Documentation has been removed that includes names,
addresses, and contact information to protect the privacy of
Sedona Residents



APPENDIX C

Workshop Sign-In Sheets

Documentation has been removed that includes names,
addresses, and contact information to protect the privacy of
Sedona Residents



APPENDIX D

Workshop Comment Forms

Documentation has been removed that includes names,
addresses, and contact information to protect the privacy of
Sedona Residents



**CITY COUNCIL
AGENDA BILL**

**AB 2837
July 12, 2022
Regular Business**

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible direction regarding amending Sedona City Code Chapter 5.25 Short-Term Rental Regulation including implementation of SB 1168.

Department City Attorney
Time to Present 15 minutes
Total Time for Item 60 minutes
Other Council Meetings February 8, 2021
Exhibits A. SCC Chapter 5.25 Short-Term Rental Regulation
 B. SB 1168

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For discussion and possible direction only.	Amount Budgeted
		\$ N/A
		Account No. (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background:

On June 24, 2022, the Arizona State Legislature Passed SB 1168. As of July 6, 2022, Governor Ducey has not taken any action on SB 1168. If the Governor takes no action, SB 1168 will automatically become law 10 days after adjournment of legislative session (June 25, 2022).

SB 1168 will allow the City to license STRs and revoke licenses under the strict parameters outlined in the law, increase fines on STRs for failure to register an emergency contact, require STRs to provide notification of the STR to adjacent residences, require liability insurance, and increase fines for subsequent violations. Staff is seeking direction from Council on its interest in adopting the licensing provisions and other provisions allowed by the newly adopted law.

Based on Council direction at this meeting, Staff will prepare proposed changes, identify additional resources required to implement them and develop an implementation plan. These will be presented to Council for further consideration at a subsequent City Council meeting.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: for discussion and possible direction only.

Chapter 5.25

SHORT-TERM RENTAL REGULATION

Sections:

- 5.25.010** **Title.**
- 5.25.020** **Findings and purpose.**
- 5.25.030** **Definitions.**
- 5.25.040** **Emergency contact.**
- 5.25.050** **Use regulations.**
- 5.25.060** **Penalties.**

5.25.010 **Title.**

This chapter shall be known as the city of Sedona short-term rental regulation chapter. [Code 2006 § 8-4-1. Ord. 2008-01, 1-22-2008; Ord. 2016-06 § 1, 10-11-2016; Res. 2016-29 Exh. A, 10-11-2016; Ord. 2016-12 § 1, 12-13-2016; Res. 2016-37 Exh. A, 12-13-2016; Ord. 2018-02 § 1, 1-9-2018; Res. 2018-02 Exh. A, 1-9-2018; Ord. 2018-09 § 1, 5-22-2018; Res. 2018-15 Exh. A, 5-22-2018; Ord. 2019-08 § 1, 11-26-2019 ([Res. 2019-22](#)); Res. 2019-22 Exh. A, 11-26-2019].

5.25.020 **Findings and purpose.**

The city of Sedona is committed to maintaining its small-town character, scenic beauty, and natural resources that are the foundation of its economic strength and quality of life. (Sedona Community Plan, Section 9.2, Recommendations Goal 1.0.) The purpose of this chapter is to safeguard the public health and safety of the residents of Sedona and their visitors and guests while preserving the residential character of neighborhoods, minimizing nuisances, and providing equity with other residential and commercial uses. Therefore, in an attempt to further promote the aims and goals of the Sedona Community Plan, the city does hereby adopt the following provisions in an attempt to protect the public's health and safety in residential neighborhoods. [Code 2006 § 8-4-2. Ord. 2008-01, 1-22-2008; Ord. 2016-06 § 1, 10-11-2016; Res. 2016-29 Exh. A, 10-11-2016; Ord. 2016-12 § 1, 12-13-2016; Res. 2016-37 Exh. A, 12-13-2016; Ord. 2018-02 § 1, 1-9-2018; Res.

2018-02 Exh. A, 1-9-2018; Ord. 2018-09 § 1, 5-22-2018; Res. 2018-15 Exh. A, 5-22-2018; Ord. 2019-08 § 1, 11-26-2019 ([Res. 2019-22](#)); Res. 2019-22 Exh. A, 11-26-2019].

5.25.030 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Emergency point of contact” means the owner or owner’s designee who is located within 25 miles of the vacation rental, short-term rental, or transient lodging establishment and who is available 24 hours per day, seven days per week for the purpose of responding in person, telephonically, or by electronic mail to complaints, emergencies, or other incidents at the property in a timely manner.

“Transient” means any person who either at the person’s own expense or at the expense of another obtains lodging space or the use of lodging space on a daily or weekly basis, or any other basis for less than 30 consecutive days.

“Transient lodging” means the business of operating for occupancy by transients a hotel or motel, including an inn, tourist home or house, dude ranch, resort, campground, studio or bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure, and also including a space, lot, or slab that is occupied or intended or designed for occupancy by transients in a mobile home or trailer furnished by them for such occupancy. Transient lodging does not include those exceptions identified in A.R.S. § [42-5070\(B\)](#).

“Vacation rental” or “short-term rental” means any individually or collectively owned single-family or one- to four-family house or dwelling unit or any unit or group of units in a condominium, cooperative, or timeshare that is also a transient public lodging establishment or owner-occupied residential home offered for transient use if the accommodations are not classified for property taxation under A.R.S. § [42-12001](#). “Vacation rental” and “short-term rental” do not include a unit that is used for any nonresidential use, including retail, restaurant, banquet space, event center, or another similar use. [Code 2006 § 8-4-3. Ord. 2008-01, 1-22-2008; Ord. 2016-06 § 1, 10-11-2016; Res. 2016-29 Exh. A, 10-11-2016; Ord. 2016-12 § 1, 12-13-2016; Res. 2016-37 Exh. A, 12-13-2016; Ord. 2018-02 § 1, 1-9-2018; Res. 2018-02 Exh. A, 1-9-2018; Ord. 2018-09 § 1, 5-22-2018; Res. 2018-15 Exh. A, 5-22-2018; Ord. 2019-08 § 1, 11-26-2019 ([Res. 2019-22](#)); Res. 2019-22 Exh. A, 11-26-2019].

5.25.040 Emergency contact.

Before renting the property or offering the property for rent, the owner of any vacation rental, short-term rental, or transient lodging establishment shall provide the city with the name, address, e-mail address, and phone number of an emergency point of contact who is available 24 hours per day, seven days per week for the purpose of responding in a timely manner to any complaints, emergencies, or other incidents at the property. The owner shall notify the city, in writing, of all changes in the emergency contact information required by this section, not less than 10 days prior to the effective date of the change. The emergency point of contact shall be responsible to ensure that the occupants and guests of the property do not create unlawful noise disturbances, engage in disorderly conduct, or violate provisions of the Sedona City Code or any state law. Upon notification from the city that any occupant or guest of the property has created unlawful noise or disturbances, engaged in disorderly conduct, or committed violations of provisions of the Sedona City Code or any state law, the emergency point of contact shall respond in a timely and appropriate manner to prevent such conduct. The phrase “in a timely and appropriate manner” shall mean telephonic or in-person contact with the occupants of the property and the city or the city’s designee within 60 minutes of a call for each incident.

The contact information for the emergency point of contact shall be posted in a prominent and visible location inside the short-term rental, vacation rental, or transient lodging establishment. [Code 2006 § 8-4-5. Ord. 2008-01, 1-22-2008; Ord. 2016-06 § 1, 10-11-2016; Res. 2016-29 Exh. A, 10-11-2016; Ord. 2016-12 § 1, 12-13-2016; Res. 2016-37 Exh. A, 12-13-2016; Ord. 2018-02 § 1, 1-9-2018; Res. 2018-02 Exh. A, 1-9-2018; Ord. 2018-09 § 1, 5-22-2018; Res. 2018-15 Exh. A, 5-22-2018; Ord. 2019-08 § 1, 11-26-2019 ([Res. 2019-22](#)); Res. 2019-22 Exh. A, 11-26-2019. Formerly 5.25.050].

5.25.050 Use regulations.

The Sedona Land Development Code district regulations shall be applied to a short-term rental, vacation rental, or transient lodging establishment in the same manner as other property classified under A.R.S. §§ [42-12003](#) and [42-12004](#) except as permitted by state law. The use of any short-term rental, vacation rental, or transient lodging establishment in any single-family residential district shall be limited to the uses identified in the Sedona Land Development Code for that particular zoning district. No vacation rental, short-term rental, or transient lodging establishment in any residential district shall be used for nonresidential uses, including for any

special event that would require a permit or license pursuant to SCC [5.05.030\(B\)](#) or as a retail establishment, restaurant, banquet space, or any other similar use. The owner of any vacation rental, short-term rental, or transient lodging establishment shall be responsible to ensure that the property complies with all applicable fire, building, health and safety codes, and all other relevant state and local laws. No vacation rental, short-term rental, or transient lodging establishment shall be rented or offered for rent without a current, valid transaction privilege tax license. The owner of any vacation rental, short-term rental, or transient lodging establishment shall list the transaction privilege tax license number on each advertisement offering the property for rent. [Code 2006 § 8-4-6. Ord. 2008-01, 1-22-2008; Ord. 2015-09 § 1, 6-23-2015; Ord. 2016-06 § 1, 10-11-2016; Res. 2016-29 Exh. A, 10-11-2016; Ord. 2016-12 § 1, 12-13-2016; Res. 2016-37 Exh. A, 12-13-2016; Ord. 2018-02 § 1, 1-9-2018; Res. 2018-02 Exh. A, 1-9-2018; Ord. 2018-09 § 1, 5-22-2018; Res. 2018-15 Exh. A, 5-22-2018; Ord. 2019-08 § 1, 11-26-2019 ([Res. 2019-22](#)); Res. 2019-22 Exh. A, 11-26-2019. Formerly 5.25.060].

5.25.060 Penalties.

Failure to comply with this chapter may subject the owner of the short-term rental, vacation rental, or transient lodging establishment to civil penalties up to \$2,500 per violation under SCC [1.15.010](#). [Ord. 2019-08 § 1, 11-26-2019 ([Res. 2019-22](#)); Res. 2019-22 Exh. A, 11-26-2019].

The Sedona City Code is current through Ordinance 2022-02, passed March 22, 2022.

Disclaimer: The city clerk's office has the official version of the Sedona City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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House Engrossed Senate Bill
vacation rentals; short-term rentals; enforcement

State of Arizona
Senate
Fifty-fifth Legislature
Second Regular Session
2022

SENATE BILL 1168

AN ACT

AMENDING SECTIONS 9-500.39 AND 11-269.17, ARIZONA REVISED STATUTES;
REPEALING SECTION 42-1125.02, ARIZONA REVISED STATUTES; AMENDING SECTION
42-5042, ARIZONA REVISED STATUTES; RELATING TO VACATION RENTALS AND
SHORT-TERM RENTALS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 9-500.39, Arizona Revised Statutes, is amended
3 to read:

4 9-500.39. Limits on regulation of vacation rentals and
5 short-term rentals; state preemption; civil
6 penalties; transaction privilege tax license
7 suspension; definitions

8 A. A city or town may not prohibit vacation rentals or short-term
9 rentals.

10 B. A city or town may not restrict the use of or regulate vacation
11 rentals or short-term rentals based on their classification, use or
12 occupancy except as provided in this section. A city or town may regulate
13 vacation rentals or short-term rentals ~~for the following purposes~~ AS
14 FOLLOWS:

15 1. ~~Protecting~~ TO PROTECT the public's health and safety, including
16 rules and regulations related to fire and building codes, health and
17 sanitation, transportation or traffic control, ~~AND~~ solid or hazardous
18 waste and pollution control, ~~and designation of an emergency point of~~
19 ~~contact~~, if the city or town demonstrates that the rule or regulation is
20 for the primary purpose of protecting the public's health and safety.

21 2. ~~Adopting~~ TO ADOPT and ~~enforcing residential~~ ENFORCE use and
22 zoning ordinances, including ordinances related to noise, protection of
23 welfare, property maintenance and other nuisance issues, if the ordinance
24 is applied in the same manner as other property classified under sections
25 42-12003 and 42-12004.

26 3. ~~Limiting~~ TO LIMIT or ~~prohibiting~~ PROHIBIT the use of a vacation
27 rental or short-term rental for the purposes of housing sex offenders,
28 operating or maintaining a sober living home, selling illegal drugs,
29 liquor control or pornography, obscenity, nude or topless dancing and
30 other adult-oriented businesses.

31 4. ~~Requiring~~ TO REQUIRE the owner of a vacation rental or
32 short-term rental to provide the city or town ~~with~~ AN EMERGENCY POINT OF
33 contact information for the owner or the owner's designee who is
34 responsible for responding to complaints OR EMERGENCIES in a timely manner
35 in person IF REQUIRED BY PUBLIC SAFETY PERSONNEL, over the phone or by
36 email at any time of day before offering for rent or renting the vacation
37 rental or short-term rental. IN ADDITION TO ANY OTHER PENALTY PURSUANT TO
38 THIS SECTION, THE CITY OR TOWN MAY IMPOSE A CIVIL PENALTY OF UP TO \$1,000
39 AGAINST THE OWNER FOR EVERY THIRTY DAYS THE OWNER FAILS TO PROVIDE CONTACT
40 INFORMATION AS PRESCRIBED BY THIS PARAGRAPH. THE CITY OR TOWN SHALL
41 PROVIDE THIRTY DAYS' NOTICE TO THE OWNER BEFORE IMPOSING THE INITIAL CIVIL
42 PENALTY.

43 5. TO REQUIRE AN OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
44 OBTAIN AND MAINTAIN A LOCAL REGULATORY PERMIT OR LICENSE PURSUANT TO TITLE
45 9, CHAPTER 7, ARTICLE 4. AS A CONDITION OF ISSUANCE OF A PERMIT OR

1 LICENSE, THE APPLICATION FOR THE PERMIT OR LICENSE MAY ONLY REQUIRE AN
2 APPLICANT TO PROVIDE THE FOLLOWING:

3 (a) NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS FOR THE OWNER OR
4 OWNER'S AGENT.

5 (b) ADDRESS OF THE VACATION RENTAL OR SHORT-TERM RENTAL.

6 (c) PROOF OF COMPLIANCE WITH SECTION 42-5005.

7 (d) CONTACT INFORMATION REQUIRED PURSUANT TO PARAGRAPH 4 OF THIS
8 SUBSECTION.

9 (e) ACKNOWLEDGMENT OF AN AGREEMENT TO COMPLY WITH ALL APPLICABLE
10 LAWS, REGULATIONS AND ORDINANCES.

11 (f) A FEE NOT TO EXCEED THE ACTUAL COST OF ISSUING THE PERMIT OR
12 LICENSE OR \$250, WHICHEVER IS LESS.

13 6. TO REQUIRE, BEFORE OFFERING A VACATION RENTAL OR SHORT-TERM
14 RENTAL FOR RENT FOR THE FIRST TIME, THE OWNER OR THE OWNER'S DESIGNEE OF A
15 VACATION RENTAL OR SHORT-TERM RENTAL TO NOTIFY ALL SINGLE-FAMILY
16 RESIDENTIAL PROPERTIES ADJACENT TO, DIRECTLY AND DIAGONALLY ACROSS THE
17 STREET FROM THE VACATION RENTAL OR SHORT-TERM RENTAL. NOTICE SHALL BE
18 DEEMED SUFFICIENT IN A MULTI-FAMILY RESIDENTIAL BUILDING IF GIVEN TO
19 RESIDENTS ON THE SAME BUILDING FLOOR. A CITY OR TOWN MAY REQUIRE
20 ADDITIONAL NOTIFICATION PURSUANT TO THIS PARAGRAPH IF THE CONTACT
21 INFORMATION PREVIOUSLY PROVIDED CHANGES. NOTIFICATION PROVIDED IN
22 COMPLIANCE WITH THIS PARAGRAPH SHALL INCLUDE THE PERMIT OR LICENSE NUMBER
23 IF REQUIRED BY THE CITY OR TOWN, THE ADDRESS, AND THE INFORMATION REQUIRED
24 PURSUANT TO PARAGRAPH 4 OF THIS SUBSECTION. THE OWNER OR THE OWNER'S
25 DESIGNEE SHALL DEMONSTRATE COMPLIANCE WITH THIS PARAGRAPH BY PROVIDING THE
26 CITY OR TOWN WITH AN ATTESTATION OF NOTIFICATION COMPLIANCE THAT CONSISTS
27 OF THE FOLLOWING INFORMATION:

28 (a) THE PERMIT OR LICENSE NUMBER OF THE VACATION RENTAL OR
29 SHORT-TERM RENTAL, IF REQUIRED BY THE CITY OR TOWN.

30 (b) THE ADDRESS OF EACH PROPERTY NOTIFIED.

31 (c) A DESCRIPTION OF THE MANNER IN WHICH THE OWNER OR OWNER'S
32 DESIGNEE CHOSE TO PROVIDE NOTIFICATION TO EACH PROPERTY SUBJECT TO
33 NOTIFICATION.

34 (d) THE NAME AND CONTACT INFORMATION OF THE PERSON ATTESTING TO
35 COMPLIANCE WITH THIS PARAGRAPH.

36 7. TO REQUIRE THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR
37 SHORT-TERM RENTAL TO DISPLAY THE LOCAL REGULATORY PERMIT NUMBER OR LICENSE
38 NUMBER, IF ANY, ON EACH ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM
39 RENTAL THAT THE OWNER OR OWNER'S DESIGNEE MAINTAINS. A CITY OR TOWN THAT
40 DOES NOT REQUIRE A LOCAL REGULATORY PERMIT OR LICENSE MAY REQUIRE THE
41 OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
42 DISPLAY THE TRANSACTION PRIVILEGE TAX LICENSE REQUIRED BY SECTION 42-5042
43 ON EACH ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM RENTAL THAT THE
44 OWNER OR OWNER'S DESIGNEE MAINTAINS.

1 8. TO REQUIRE THE VACATION RENTAL OR SHORT-TERM RENTAL TO MAINTAIN
2 LIABILITY INSURANCE APPROPRIATE TO COVER THE VACATION RENTAL OR SHORT-TERM
3 RENTAL IN THE AGGREGATE OF AT LEAST \$500,000 OR TO ADVERTISE AND OFFER
4 EACH VACATION RENTAL OR SHORT-TERM RENTAL THROUGH AN ONLINE LODGING
5 MARKETPLACE THAT PROVIDES EQUAL OR GREATER COVERAGE.

6 ~~C. Within thirty days after a verified violation, a city or town
7 shall notify the department of revenue and the owner of the vacation
8 rental or short-term rental of the verified violation of the city's or
9 town's applicable laws, regulations or ordinances and, if the owner of the
10 vacation rental or short-term rental received the verified violation,
11 whether the city or town imposed a civil penalty on the owner of the
12 vacation rental or short-term rental and the amount of the civil penalty,
13 if assessed. If multiple verified violations arise out of the same
14 response to an incident at a vacation rental or short-term rental, those
15 verified violations are considered one verified violation for the purpose
16 of assessing civil penalties pursuant to section 42-1125.02, subsection B.~~

17 C. A CITY OR TOWN THAT REQUIRES A LOCAL REGULATORY PERMIT OR
18 LICENSE PURSUANT TO THIS SECTION SHALL ISSUE OR DENY THE PERMIT OR LICENSE
19 WITHIN SEVEN BUSINESS DAYS OF RECEIPT OF THE INFORMATION REQUIRED BY
20 SUBSECTION B, PARAGRAPH 5 OF THIS SECTION AND OTHERWISE IN ACCORDANCE WITH
21 SECTION 9-835, EXCEPT THAT A CITY OR TOWN MAY DENY ISSUANCE OF A PERMIT OR
22 LICENSE ONLY FOR ANY OF THE FOLLOWING:

- 23 1. FAILURE TO PROVIDE THE INFORMATION REQUIRED BY SUBSECTION B,
24 PARAGRAPH 5, SUBDIVISIONS (a) THROUGH (e) OF THIS SECTION.
- 25 2. FAILURE TO PAY THE REQUIRED PERMIT OR LICENSE FEE.
- 26 3. AT THE TIME OF APPLICATION THE OWNER HAS A SUSPENDED PERMIT OR
27 LICENSE FOR THE SAME VACATION RENTAL OR SHORT-TERM RENTAL.
- 28 4. THE APPLICANT PROVIDES FALSE INFORMATION.
- 29 5. THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM
30 RENTAL IS A REGISTERED SEX OFFENDER OR HAS BEEN CONVICTED OF ANY FELONY
31 ACT THAT RESULTED IN DEATH OR SERIOUS PHYSICAL INJURY OR ANY FELONY USE OF
32 A DEADLY WEAPON WITHIN THE PAST FIVE YEARS.

33 D. A CITY OR TOWN THAT REQUIRES A LOCAL REGULATORY PERMIT OR
34 LICENSE PURSUANT TO THIS SECTION SHALL ADOPT AN ORDINANCE TO ALLOW THE
35 CITY OR TOWN TO INITIATE AN ADMINISTRATIVE PROCESS TO SUSPEND A LOCAL
36 REGULATORY PERMIT OR LICENSE FOR A PERIOD OF UP TO TWELVE MONTHS FOR THE
37 FOLLOWING VERIFIED VIOLATIONS ASSOCIATED WITH A PROPERTY:

- 38 1. THREE VERIFIED VIOLATIONS WITHIN A TWELVE MONTH PERIOD, NOT
39 INCLUDING ANY VERIFIED VIOLATION BASED ON AN AESTHETIC, SOLID WASTE
40 DISPOSAL OR VEHICLE PARKING VIOLATION THAT IS NOT ALSO A SERIOUS THREAT TO
41 PUBLIC HEALTH AND SAFETY.
- 42 2. ONE VERIFIED VIOLATION THAT RESULTS IN OR CONSTITUTES ANY OF THE
43 FOLLOWING:

1 (a) A FELONY OFFENSE COMMITTED AT OR IN THE VICINITY OF A VACATION
2 RENTAL OR SHORT-TERM RENTAL BY THE VACATION RENTAL OR SHORT-TERM RENTAL
3 OWNER OR OWNER'S DESIGNEE.

4 (b) A SERIOUS PHYSICAL INJURY OR WRONGFUL DEATH AT OR RELATED TO A
5 VACATION RENTAL OR SHORT-TERM RENTAL RESULTING FROM THE KNOWING,
6 INTENTIONAL OR RECKLESS CONDUCT OF THE VACATION RENTAL OR SHORT-TERM
7 RENTAL OWNER OR OWNER'S DESIGNEE.

8 (c) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY HOUSING
9 A SEX OFFENDER, ALLOWING OFFENSES RELATED TO ADULT-ORIENTED BUSINESSES,
10 SEXUAL OFFENSES OR PROSTITUTION, OR OPERATING OR MAINTAINING A SOBER
11 LIVING HOME, IN VIOLATION OF A REGULATION OR ORDINANCE ADOPTED PURSUANT TO
12 SUBSECTION B, PARAGRAPH 3 OF THIS SECTION.

13 (d) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY
14 ALLOWING THE USE OF A VACATION RENTAL OR SHORT-TERM RENTAL FOR A SPECIAL
15 EVENT THAT WOULD OTHERWISE REQUIRE A PERMIT OR LICENSE PURSUANT TO A CITY
16 OR TOWN ORDINANCE OR A STATE LAW OR RULE OR FOR A RETAIL, RESTAURANT,
17 BANQUET SPACE OR OTHER SIMILAR USE.

18 3. NOTWITHSTANDING PARAGRAPHS 1 AND 2 OF THIS SUBSECTION, ANY
19 ATTEMPTED OR COMPLETED FELONY ACT, ARISING FROM THE OCCUPANCY OR USE OF A
20 VACATION RENTAL OR SHORT-TERM RENTAL, THAT RESULTS IN A DEATH, OR ACTUAL
21 OR ATTEMPTED SERIOUS PHYSICAL INJURY, SHALL BE GROUNDS FOR JUDICIAL RELIEF
22 IN THE FORM OF A SUSPENSION OF THE PROPERTY'S USE AS A VACATION RENTAL OR
23 SHORT-TERM RENTAL FOR A PERIOD OF TIME THAT SHALL NOT EXCEED TWELVE
24 MONTHS.

25 E. A CITY OR TOWN THAT REQUIRES SEX OFFENDER BACKGROUND CHECKS ON A
26 VACATION RENTAL OR SHORT-TERM RENTAL GUEST SHALL WAIVE THE REQUIREMENT IF
27 AN ONLINE LODGING MARKETPLACE PERFORMS A SEX OFFENDER BACKGROUND CHECK OF
28 THE BOOKING GUEST.

29 F. NOTWITHSTANDING ANY OTHER LAW, A CITY OR TOWN MAY IMPOSE A CIVIL
30 PENALTY OF THE FOLLOWING AMOUNTS AGAINST AN OWNER OF A VACATION RENTAL OR
31 SHORT-TERM RENTAL IF THE OWNER RECEIVES ONE OR MORE VERIFIED VIOLATIONS
32 RELATED TO THE SAME VACATION RENTAL OR SHORT-TERM RENTAL PROPERTY WITHIN
33 THE SAME TWELVE-MONTH PERIOD:

34 1. UP TO \$500 OR UP TO AN AMOUNT EQUAL TO ONE NIGHT'S RENT FOR THE
35 VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS GREATER,
36 FOR THE FIRST VERIFIED VIOLATION.

37 2. UP TO \$1,000 OR UP TO AN AMOUNT EQUAL TO TWO NIGHTS' RENT FOR
38 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
39 GREATER, FOR THE SECOND VERIFIED VIOLATION.

40 3. UP TO \$3,500 OR UP TO AN AMOUNT EQUAL TO THREE NIGHTS' RENT FOR
41 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
42 GREATER, FOR A THIRD AND ANY SUBSEQUENT VERIFIED VIOLATION.

43 G. A VACATION RENTAL OR SHORT-TERM RENTAL THAT FAILS TO APPLY FOR A
44 LOCAL REGULATORY PERMIT OR LICENSE IN ACCORDANCE WITH SUBSECTION B,
45 PARAGRAPH 5 OF THIS SECTION, WITHIN 30 DAYS OF THE LOCAL REGULATORY PERMIT

1 OR LICENSE APPLICATION PROCESS BEING MADE AVAILABLE BY THE CITY OR TOWN
2 ISSUING SUCH PERMITS OR LICENSES, MUST CEASE OPERATIONS. IN ADDITION TO
3 ANY FINES IMPOSED PURSUANT TO SUBSECTION F OF THIS SECTION, A CITY OR TOWN
4 MAY IMPOSE A CIVIL PENALTY OF UP TO \$1,000 PER MONTH AGAINST THE OWNER IF
5 THE OWNER OR OWNER'S DESIGNEE FAILS TO APPLY FOR A REGULATORY PERMIT OR
6 LICENSE WITHIN 30 DAYS AFTER RECEIVING WRITTEN NOTICE OF THE FAILURE TO
7 COMPLY WITH SUBSECTION B, PARAGRAPH 5 OF THIS SECTION.

8 H. IF MULTIPLE VERIFIED VIOLATIONS ARISE OUT OF THE SAME RESPONSE
9 TO AN INCIDENT AT A VACATION RENTAL OR SHORT-TERM RENTAL, THOSE VERIFIED
10 VIOLATIONS ARE CONSIDERED ONE VERIFIED VIOLATION FOR THE PURPOSE OF
11 ASSESSING CIVIL PENALTIES OR SUSPENDING THE REGULATORY PERMIT OR LICENSE
12 OF THE OWNER OR OWNER'S DESIGNEE PURSUANT TO THIS SECTION.

13 ~~F.~~ I. If the owner of a vacation rental or short-term rental has
14 provided contact information to a city or town pursuant to subsection B,
15 paragraph 4 of this section and if the city or town issues a citation for
16 a violation of the city's or town's applicable laws, regulations or
17 ordinances or a state law that occurred on the owner's vacation rental or
18 short-term rental property, the city or town shall make a reasonable
19 attempt to notify the owner or the owner's designee of the citation within
20 seven business days after the citation is issued using the contact
21 information provided pursuant to subsection B, paragraph 4 of this
22 section. If the owner of a vacation rental or short-term rental has not
23 provided contact information pursuant to subsection B, paragraph 4 of this
24 section, the city or town is not required to provide such notice.

25 ~~F.~~ J. This section does not exempt an owner of a residential
26 rental property, as defined in section 33-1901, from maintaining with the
27 assessor of the county in which the property is located information
28 required under title 33, chapter 17, article 1.

29 ~~F.~~ K. A vacation rental or short-term rental may not be used for
30 nonresidential uses, including for a special event that would otherwise
31 require a permit or license pursuant to a city or town ordinance or a
32 state law or rule or for a retail, restaurant, banquet space or other
33 similar use.

34 ~~F.~~ L. For the purposes of this section:

35 1. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN
36 SECTION 42-5076.

37 ~~F.~~ 2. "Transient" has the same meaning prescribed in section
38 42-5070.

39 ~~F.~~ 3. "Vacation rental" or "short-term rental":

40 (a) Means any individually or collectively owned single-family or
41 one-to-four-family house or dwelling unit or any unit or group of units in
42 a condominium, ~~OR cooperative or timeshare,~~ that is also a transient
43 public lodging establishment or owner-occupied residential home offered
44 for transient use if the accommodations are not classified for property
45 taxation under section 42-12001. ~~Vacation rental and short-term rental do~~

1 (b) DOES not include a unit that is used for any nonresidential
2 use, including retail, restaurant, banquet space, event center or another
3 similar use.

4 ~~3.~~ 4. "Verified violation" means a finding of guilt or civil
5 responsibility for violating any state law or local ordinance relating to
6 a purpose prescribed in subsection B or ~~F~~ K of this section that has been
7 finally adjudicated.

8 Sec. 2. Section 11-269.17, Arizona Revised Statutes, is amended to
9 read:

10 11-269.17. Limits on regulation of vacation rentals and
11 short-term rentals; state preemption; civil
12 penalties; transaction privilege tax license
13 suspension; definitions

14 A. A county may not prohibit vacation rentals or short-term
15 rentals.

16 B. A county may not restrict the use of or regulate vacation
17 rentals or short-term rentals based on their classification, use or
18 occupancy except as provided in this section. A county may regulate
19 vacation rentals or short-term rentals ~~for the following purposes~~ WITHIN
20 THE UNINCORPORATED AREAS OF THE COUNTY AS FOLLOWS:

21 1. ~~Protecting~~ TO PROTECT the public's health and safety, including
22 rules and regulations related to fire and building codes, health and
23 sanitation, transportation or traffic control, ~~AND~~ solid or hazardous
24 waste and pollution control, ~~and designation of an emergency point of~~
25 ~~contact~~, if the county demonstrates that the rule or regulation is for the
26 primary purpose of protecting the public's health and safety.

27 2. ~~Adopting~~ TO ADOPT and ~~enforcing residential~~ ENFORCE use and
28 zoning ordinances, including ordinances related to noise, protection of
29 welfare, property maintenance and other nuisance issues, if the ordinance
30 is applied in the same manner as other property classified under sections
31 42-12003 and 42-12004.

32 3. ~~Limiting~~ TO LIMIT or ~~prohibiting~~ PROHIBIT the use of a vacation
33 rental or short-term rental for the purposes of housing sex offenders,
34 operating or maintaining a sober living home, selling illegal drugs,
35 liquor control or pornography, obscenity, nude or topless dancing and
36 other adult-oriented businesses.

37 4. ~~Requiring~~ TO REQUIRE the owner of a vacation rental or
38 short-term rental to provide the county with contact information for the
39 owner or the owner's designee who is responsible for responding to
40 complaints OR EMERGENCIES in a timely manner in person IF REQUIRED BY
41 PUBLIC SAFETY PERSONNEL, over the phone or by email at any time of day
42 before offering for rent or renting the vacation rental or short-term
43 rental. IN ADDITION TO ANY OTHER PENALTY PURSUANT TO THIS SECTION, THE
44 COUNTY MAY IMPOSE A CIVIL PENALTY OF UP TO \$1,000 AGAINST THE OWNER FOR
45 EVERY THIRTY DAYS THE OWNER FAILS TO PROVIDE CONTACT INFORMATION AS

1 PRESCRIBED BY THIS PARAGRAPH. THE COUNTY SHALL PROVIDE THIRTY DAYS'
2 NOTICE TO THE OWNER BEFORE IMPOSING THE INITIAL CIVIL PENALTY.

3 5. TO REQUIRE AN OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL TO
4 OBTAIN AND MAINTAIN A LOCAL REGULATORY PERMIT OR LICENSE. AS A CONDITION
5 OF ISSUANCE OF A PERMIT OR LICENSE, THE APPLICATION FOR THE PERMIT OR
6 LICENSE MAY ONLY REQUIRE AN APPLICANT TO PROVIDE THE FOLLOWING:

7 (a) NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS FOR THE OWNER OR
8 OWNER'S AGENT.

9 (b) ADDRESS OF THE VACATION RENTAL OR SHORT-TERM RENTAL.

10 (c) PROOF OF COMPLIANCE WITH SECTION 42-5005.

11 (d) CONTACT INFORMATION REQUIRED PURSUANT TO PARAGRAPH 4 OF THIS
12 SUBSECTION.

13 (e) ACKNOWLEDGMENT OF AN AGREEMENT TO COMPLY WITH ALL APPLICABLE
14 LAWS, REGULATIONS AND ORDINANCES.

15 (f) A FEE NOT TO EXCEED THE ACTUAL COST OF ISSUING THE PERMIT OR
16 LICENSE OR \$250, WHICHEVER IS LESS.

17 6. TO REQUIRE, BEFORE OFFERING A VACATION RENTAL OR SHORT-TERM
18 RENTAL FOR RENT FOR THE FIRST TIME, THE OWNER OR THE OWNER'S DESIGNEE OF A
19 VACATION RENTAL OR SHORT-TERM RENTAL TO NOTIFY ALL SINGLE-FAMILY
20 RESIDENTIAL PROPERTIES ADJACENT TO, DIRECTLY AND DIAGONALLY ACROSS THE
21 STREET FROM THE VACATION RENTAL OR SHORT-TERM RENTAL. NOTICE SHALL BE
22 DEEMED SUFFICIENT IN A MULTI-FAMILY RESIDENTIAL BUILDING IF GIVEN TO
23 RESIDENTS ON THE SAME BUILDING FLOOR. A COUNTY MAY REQUIRE ADDITIONAL
24 NOTIFICATION PURSUANT TO THIS PARAGRAPH IF THE CONTACT INFORMATION
25 PREVIOUSLY PROVIDED CHANGES. NOTIFICATION PROVIDED IN COMPLIANCE WITH
26 THIS PARAGRAPH SHALL INCLUDE THE PERMIT OR LICENSE NUMBER IF REQUIRED BY
27 THE COUNTY, THE ADDRESS, AND THE INFORMATION REQUIRED PURSUANT TO
28 PARAGRAPH 4 OF THIS SUBSECTION. THE OWNER OR THE OWNER'S DESIGNEE SHALL
29 DEMONSTRATE COMPLIANCE WITH THIS PARAGRAPH BY PROVIDING THE COUNTY WITH AN
30 ATTESTATION OF NOTIFICATION COMPLIANCE THAT CONSISTS OF THE FOLLOWING
31 INFORMATION:

32 (a) THE PERMIT OR LICENSE NUMBER OF THE VACATION RENTAL OR
33 SHORT-TERM RENTAL, IF REQUIRED BY THE COUNTY.

34 (b) THE ADDRESS OF EACH PROPERTY NOTIFIED.

35 (c) A DESCRIPTION OF THE MANNER IN WHICH THE OWNER OR OWNER'S
36 DESIGNEE CHOSE TO PROVIDE NOTIFICATION TO EACH PROPERTY SUBJECT TO
37 NOTIFICATION.

38 (d) THE NAME AND CONTACT INFORMATION OF THE PERSON ATTESTING TO
39 COMPLIANCE WITH THIS PARAGRAPH.

40 7. TO REQUIRE THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR
41 SHORT-TERM RENTAL TO DISPLAY THE LOCAL REGULATORY PERMIT NUMBER OR LICENSE
42 NUMBER, IF ANY, ON EACH ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM
43 RENTAL THAT THE OWNER OR OWNER'S DESIGNEE MAINTAINS. A COUNTY THAT DOES
44 NOT REQUIRE A LOCAL REGULATORY PERMIT OR LICENSE MAY REQUIRE THE OWNER OR
45 OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM RENTAL TO DISPLAY THE

1 TRANSACTION PRIVILEGE TAX LICENSE REQUIRED BY SECTION 42-5042 ON EACH
2 ADVERTISEMENT FOR A VACATION RENTAL OR SHORT-TERM RENTAL THAT THE OWNER OR
3 OWNER'S DESIGNEE MAINTAINS.

4 8. TO REQUIRE THE VACATION RENTAL OR SHORT-TERM RENTAL TO MAINTAIN
5 LIABILITY INSURANCE APPROPRIATE TO COVER THE VACATION RENTAL OR SHORT-TERM
6 RENTAL IN THE AGGREGATE OF AT LEAST \$500,000 OR TO ADVERTISE AND OFFER
7 EACH VACATION RENTAL OR SHORT-TERM RENTAL THROUGH AN ONLINE LODGING
8 MARKETPLACE THAT PROVIDES EQUAL OR GREATER COVERAGE.

9 ~~C. Within thirty days after a verified violation, a county shall~~
10 ~~notify the department of revenue and the owner of the vacation rental or~~
11 ~~short-term rental of the verified violation of the county's applicable~~
12 ~~laws, regulations or ordinances and, if the property owner received the~~
13 ~~verified violation, whether the county imposed a civil penalty on the~~
14 ~~owner of the vacation rental or short-term rental and the amount of the~~
15 ~~civil penalty, if assessed. If multiple verified violations arise out of~~
16 ~~the same response to an incident at a vacation rental or short-term~~
17 ~~rental, those verified violations are considered one verified violation~~
18 ~~for the purpose of assessing civil penalties pursuant to section~~
19 ~~42-1125.02, subsection B.~~

20 C. A COUNTY THAT REQUIRES A LOCAL REGULATORY PERMIT OR LICENSE
21 PURSUANT TO THIS SECTION SHALL ISSUE OR DENY THE PERMIT OR LICENSE WITHIN
22 SEVEN BUSINESS DAYS OF RECEIPT OF THE INFORMATION REQUIRED BY SUBSECTION
23 B, PARAGRAPH 5 OF THIS SECTION AND OTHERWISE IN ACCORDANCE WITH SECTION
24 11-1602, EXCEPT THAT A COUNTY MAY DENY ISSUANCE OF A PERMIT OR LICENSE
25 ONLY FOR ANY OF THE FOLLOWING:

- 26 1. FAILURE TO PROVIDE THE INFORMATION REQUIRED BY SUBSECTION B,
27 PARAGRAPH 5, SUBDIVISIONS (a) THROUGH (e) OF THIS SECTION.
- 28 2. FAILURE TO PAY THE REQUIRED PERMIT OR LICENSE FEE.
- 29 3. AT THE TIME OF APPLICATION THE OWNER HAS A SUSPENDED PERMIT OR
30 LICENSE FOR THE SAME VACATION RENTAL OR SHORT-TERM RENTAL.
- 31 4. THE APPLICANT PROVIDES FALSE INFORMATION.
- 32 5. THE OWNER OR OWNER'S DESIGNEE OF A VACATION RENTAL OR SHORT-TERM
33 RENTAL IS A REGISTERED SEX OFFENDER OR HAS BEEN CONVICTED OF ANY FELONY
34 ACT THAT RESULTS IN DEATH OR SERIOUS PHYSICAL INJURY OR ANY FELONY USE OF
35 A DEADLY WEAPON WITHIN THE PAST FIVE YEARS.

36 D. A COUNTY THAT REQUIRES A LOCAL REGULATORY PERMIT OR LICENSE
37 PURSUANT TO THIS SECTION SHALL ADOPT AN ORDINANCE TO ALLOW THE COUNTY TO
38 INITIATE AN ADMINISTRATIVE PROCESS TO SUSPEND A LOCAL REGULATORY PERMIT OR
39 LICENSE FOR A PERIOD OF UP TO TWELVE MONTHS FOR THE FOLLOWING VERIFIED
40 VIOLATIONS ASSOCIATED WITH A PROPERTY:

- 41 1. THREE VERIFIED VIOLATIONS WITHIN A TWELVE MONTH PERIOD, NOT
42 INCLUDING ANY VERIFIED VIOLATION BASED ON AN AESTHETIC, SOLID WASTE
43 DISPOSAL OR VEHICLE PARKING VIOLATION THAT IS NOT ALSO A SERIOUS THREAT TO
44 PUBLIC HEALTH OR SAFETY.

1 2. ONE VERIFIED VIOLATION THAT RESULTS IN OR CONSTITUTES ANY OF THE
2 FOLLOWING:

3 (a) A FELONY OFFENSE COMMITTED AT OR IN THE VICINITY OF A VACATION
4 RENTAL OR SHORT-TERM RENTAL BY THE VACATION RENTAL OR SHORT-TERM RENTAL
5 OWNER OR OWNER'S DESIGNEE.

6 (b) A SERIOUS PHYSICAL INJURY OR WRONGFUL DEATH AT OR RELATED TO A
7 VACATION RENTAL OR SHORT-TERM RENTAL RESULTING FROM THE KNOWING,
8 INTENTIONAL OR RECKLESS CONDUCT OF THE VACATION RENTAL OR SHORT-TERM
9 RENTAL OWNER OR OWNER'S DESIGNEE.

10 (c) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY HOUSING
11 A SEX OFFENDER, ALLOWING OFFENSES RELATED TO ADULT-ORIENTED BUSINESSES,
12 SEXUAL OFFENSES OR PROSTITUTION, OR OPERATING OR MAINTAINING A SOBER
13 LIVING HOME, IN VIOLATION OF REGULATION OR ORDINANCE ADOPTED PURSUANT TO
14 SUBSECTION B, PARAGRAPH 3 OF THIS SECTION.

15 (d) AN OWNER OR OWNER'S DESIGNEE KNOWINGLY OR INTENTIONALLY
16 ALLOWING THE USE OF A VACATION RENTAL OR SHORT-TERM RENTAL FOR A SPECIAL
17 EVENT THAT WOULD OTHERWISE REQUIRE A PERMIT OR LICENSE PURSUANT TO A
18 COUNTY OR A STATE LAW OR RULE OR FOR A RETAIL, RESTAURANT, BANQUET SPACE
19 OR OTHER SIMILAR USE.

20 3. NOTWITHSTANDING PARAGRAPHS 1 AND 2 OF THIS SUBSECTION, ANY
21 ATTEMPTED OR COMPLETED FELONY ACT, ARISING FROM THE OCCUPANCY OR USE OF A
22 VACATION RENTAL OR SHORT-TERM RENTAL, THAT RESULTS IN A DEATH, OR ACTUAL
23 OR ATTEMPTED SERIOUS PHYSICAL INJURY, SHALL BE GROUNDS FOR JUDICIAL RELIEF
24 IN THE FORM OF A SUSPENSION OF THE PROPERTY'S USE AS A VACATION RENTAL OR
25 SHORT-TERM RENTAL FOR A PERIOD OF TIME THAT SHALL NOT EXCEED TWELVE
26 MONTHS.

27 E. A COUNTY THAT REQUIRES SEX OFFENDER BACKGROUND CHECKS ON A
28 VACATION RENTAL OR SHORT-TERM RENTAL GUEST SHALL WAIVE THE REQUIREMENT IF
29 AN ONLINE LODGING MARKETPLACE PERFORMS A SEX OFFENDER BACKGROUND CHECK OF
30 THE BOOKING GUEST.

31 F. NOTWITHSTANDING ANY OTHER LAW, A COUNTY MAY IMPOSE A CIVIL
32 PENALTY OF THE FOLLOWING AMOUNTS AGAINST AN OWNER OF A VACATION RENTAL OR
33 SHORT-TERM RENTAL IF THE OWNER RECEIVES ONE OR MORE VERIFIED VIOLATIONS
34 RELATED TO THE SAME VACATION RENTAL OR SHORT-TERM RENTAL PROPERTY WITHIN
35 THE SAME TWELVE-MONTH PERIOD:

36 1. UP TO \$500 OR UP TO AN AMOUNT EQUAL TO ONE NIGHT'S RENT FOR THE
37 VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS GREATER,
38 FOR THE FIRST VERIFIED VIOLATION.

39 2. UP TO \$1,000 OR UP TO AN AMOUNT EQUAL TO TWO NIGHTS' RENT FOR
40 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
41 GREATER, FOR THE SECOND VERIFIED VIOLATION.

42 3. UP TO \$3,500 OR UP TO AN AMOUNT EQUAL TO THREE NIGHTS' RENT FOR
43 THE VACATION RENTAL OR SHORT-TERM RENTAL AS ADVERTISED, WHICHEVER IS
44 GREATER, FOR A THIRD AND ANY SUBSEQUENT VERIFIED VIOLATION.

1 G. A VACATION RENTAL OR SHORT-TERM RENTAL THAT FAILS TO APPLY FOR A
2 LOCAL REGULATORY PERMIT OR LICENSE IN ACCORDANCE WITH SUBSECTION B,
3 PARAGRAPH 5 OF THIS SECTION, WITHIN 30 DAYS OF THE LOCAL REGULATORY PERMIT
4 OR LICENSE APPLICATION PROCESS BEING MADE AVAILABLE BY THE COUNTY ISSUING
5 SUCH PERMITS OR LICENSES, MUST CEASE OPERATIONS. IN ADDITION TO ANY FINES
6 IMPOSED PURSUANT TO SUBSECTION F OF THIS SECTION, A COUNTY MAY IMPOSE A
7 CIVIL PENALTY OF UP TO \$1,000 PER MONTH AGAINST THE OWNER IF THE OWNER OR
8 OWNER'S DESIGNEE FAILS TO APPLY FOR A REGULATORY PERMIT OR LICENSE WITHIN
9 30 DAYS AFTER RECEIVING WRITTEN NOTICE OF THE FAILURE TO COMPLY WITH
10 SUBSECTION B, PARAGRAPH 5 OF THIS SECTION.

11 H. IF MULTIPLE VERIFIED VIOLATIONS ARISE OUT OF THE SAME RESPONSE
12 TO AN INCIDENT AT A VACATION RENTAL OR SHORT-TERM RENTAL, THOSE VERIFIED
13 VIOLATIONS ARE CONSIDERED ONE VERIFIED VIOLATION FOR THE PURPOSE OF
14 ASSESSING CIVIL PENALTIES OR SUSPENDING THE REGULATORY PERMIT OR LICENSE
15 OF THE OWNER OR OWNER'S DESIGNEE PURSUANT TO THIS SECTION.

16 ~~D.~~ I. If the owner of a vacation rental or short-term rental has
17 provided contact information to a county pursuant to subsection B,
18 paragraph 4 of this section and if the county issues a citation for a
19 violation of the county's applicable laws, regulations or ordinances or a
20 state law that occurred on the owner's vacation rental or short-term
21 rental property, the county shall make a reasonable attempt to notify the
22 owner or the owner's designee of the citation within seven business days
23 after the citation is issued using the contact information provided
24 pursuant to subsection B, paragraph 4 of this section. If the owner of a
25 vacation rental or short-term rental has not provided contact information
26 pursuant to subsection B, paragraph 4 of this section, the county is not
27 required to provide such notice.

28 ~~E.~~ J. This section does not exempt an owner of a residential
29 rental property, as defined in section 33-1901, from maintaining with the
30 assessor of the county in which the property is located information
31 required under title 33, chapter 17, article 1.

32 ~~F.~~ K. A vacation rental or short-term rental may not be used for
33 nonresidential uses, including for a special event that would otherwise
34 require a permit or license pursuant to a county ordinance or a state law
35 or rule or for a retail, restaurant, banquet space or other similar use.

36 ~~G.~~ L. For the purposes of this section:

37 1. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN
38 SECTION 42-5076.

39 ~~H.~~ 2. "Transient" has the same meaning prescribed in section
40 42-5070.

41 ~~I.~~ 3. "Vacation rental" or "short-term rental":

42 (a) Means any individually or collectively owned single-family or
43 one-to-four-family house or dwelling unit or any unit or group of units in
44 a condominium, ~~OR cooperative or timeshare,~~ that is also a transient
45 public lodging establishment or owner-occupied residential home offered

1 for transient use if the accommodations are not classified for property
2 taxation under section 42-12001. ~~Vacation rental and short-term rental do~~

3 (b) DOES not include a unit that is used for any nonresidential
4 use, including retail, restaurant, banquet space, event center or another
5 similar use.

6 ~~3.~~ 4. "Verified violation" means a finding of guilt or civil
7 responsibility for violating any state law or local ordinance relating to
8 a purpose prescribed in subsection B or ~~F~~ K of this section that has been
9 finally adjudicated.

10 Sec. 3. Repeal

11 Section 42-1125.02, Arizona Revised Statutes, is repealed.

12 Sec. 4. Section 42-5042, Arizona Revised Statutes, is amended to
13 read:

14 42-5042. Online lodging operators; requirements; civil
15 penalty; definitions

16 A. An online lodging operator may not offer for rent or rent a
17 lodging accommodation without a current transaction privilege tax license.
18 The online lodging operator shall list the transaction privilege tax
19 license number on each advertisement for each lodging accommodation the
20 online lodging operator maintains, including online lodging marketplace
21 postings. AN ONLINE LODGING OPERATOR THAT FAILS TO COMPLY WITH THIS
22 SUBSECTION SHALL PAY A CIVIL PENALTY OF \$250 FOR A FIRST OFFENSE AND
23 \$1,000 FOR A SECOND OR ANY SUBSEQUENT OFFENSE.

24 B. For the purposes of this section:

25 1. "Lodging accommodation" has the same meaning prescribed in
26 section 42-5076.

27 2. "Online lodging marketplace" has the same meaning prescribed in
28 section 42-5076.

29 3. "Online lodging operator" has the same meaning prescribed in
30 section 42-5076 and includes an owner of a vacation rental or short-term
31 rental, ~~as defined in section 9-500.39 or 11-269.17,~~ that is not offered
32 through an online lodging marketplace.

33 4. "VACATION RENTAL" AND "SHORT-TERM RENTAL" HAVE THE SAME MEANINGS
34 PRESCRIBED IN SECTION 9-500.39 OR 11-269.17.

35 5. "VERIFIED VIOLATION" HAS THE SAME MEANING PRESCRIBED IN SECTION
36 9-500.39 OR 11-269.17.



**CITY COUNCIL
AGENDA BILL**

**AB 2571
July 12, 2022
Regular Business**

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

Department	City Manager
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	March 24, 2020, April 14, 2020, April 28, 2020, May 12, 2020, May 26, 2020, June 9, 2020, June 23, 2020, July 14, 2020, July 28, 2020, August 11, 2020, September 8, 2020, September 22, 2020, October 13, 2020, October 27, 2020, November 10, 2020, November 24, 2020, December 9, 2020, January 12, 2021, January 26, 2021, February 9, 2021, February 23, 2021, March 9, 2021, March 23, 2021, April 13, 2021, April 27, 2021, May 11, 2021, May 25, 2021, June 8, 2021, June 22, 2021, July 13, 2021, July 27, 2021, August 10, 2021, September 14, 2021, September 28, 2021, October 12, 2021, October 26, 2021, November 9, 2021, November 23, 2021, December 14, 2021, January 11, 2022, January 26, 2022, February 8, 2022, February 22, 2022, March 8, 2022, April 12, 2022, April 26, 2022, May 10, 2022, May 24, 2022, June 14, 2022, June 28, 2022
Exhibits	None

City Attorney Approval	Reviewed 07/06/22 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	For information and discussion only.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

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

During the meeting staff may present up-to-date information on COVID-19 related data and regulatory changes.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.