

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, DECEMBER 13, 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 - November 22, 2022 City Council Special Meeting - Executive Session.
- Minutes - November 22, 2022 City Council Regular Meeting.
- Minutes - November 28, 2022 City Council Special Meeting.
- AB 2895 Approval of a Five-Year Agreement with TransLoc for Microtransit and Fixed Bus Route Intelligent Transportation Systems (ITS), and Cellular Based Voice Over Internet Protocol (VoIP).
- AB 2907 Approval of a Resolution appointing the City of Sedona Finance Director as Chief Financial Officer of the City for the purpose of submitting the annual expenditure limitation report to the Arizona Auditor General's Office.

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 2888 **Public hearing/discussion/possible action** regarding a request for Preliminary Plat approval to subdivide approximately 6.5 acres into a 11-unit single family subdivision at 165 Golden Eagle Drive. The property is zoned Single Family Residential (RS-18) and is located south of W State Route 89A, south of Golden Eagle Drive and east of Carol Canyon Dr. APN: 408-10-060B, -060C. Case Numbers: PZ20-00007 (SUB) Applicant: SEC, Inc.
- AB 2889 **Public hearing/discussion/possible action** regarding a request for Preliminary Plat approval to subdivide approximately 3.3 acres into a 6-unit single family subdivision at 10 Sky Line Drive. The property is zoned Single Family Residential (RS-18) and is located southwest of the intersection of State Route 179 and Chapel Rd. APN: 401-34-033B. Case Numbers: PZ21-00014 (SUB) Applicant: Sefton Engineering (Luke Sefton).
- AB 2861 **Discussion/possible direction** regarding City Council's State Legislative priorities.
- AB 2899 **Discussion/possible action** regarding updates to the Rent Local Program.
- 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.



Page 2, City Council Meeting Agenda Continued

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: 12/08/2022

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
Special City Council Meeting
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Wednesday, November 22, 2022, 3:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 3:05 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson, and Councilor Jessica Williamson. Councilor Holli Ploog attended via Zoom, and arrived at the meeting in person at 4:14 p.m.

Staff Present item: Magistrate Judge Paul Schlegel, City Manager Karen Osburn, Attorney Kurt Christianson, Director of Financial Services Cherie White, and City Clerk JoAnne Cook.

3. Special Business

Motion: Councilor Williamson moved to enter into Executive Session at 3:06 p.m. Seconded by Councilor Kinsella. Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

JoAnne Cook gave the admonition.

- a. **Discussion and consideration of the judicial annual evaluation and other terms of employment of City Magistrate Paul Schlegel including expectations and goal setting. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).**

Discussion took place regarding Judge Schlegel's annual evaluation and Council's expectations.

Reconvened in open session at 4:21 p.m.

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

4. Adjournment

Mayor Moriarty adjourned the meeting at 4:21 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on November 22, 2022.

JoAnne Cook, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, November 22, 2022, 4:30 p.m.

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

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

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

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, Assistant City Manager/Director of Public Works Andy Dickey, Engineering Supervisor Kurt Harris, City Attorney Kurt Christianson, Housing Manager Shannon Boone, Short-Term Specialist Teresah Arthur, Lieutenant Karl Waak, Arts Coordinator Nancy Lattanzi, Public Relations Coordinator Kegn Moorcroft, and City Clerk JoAnne Cook.

2. City's Vision

The City's Vision Statement was played.

3. Consent Items

- a. Minutes - November 8, 2022 City Council Regular Meeting.**
- b. Minutes - November 9, 2022 City Council Special Meeting.**

Councilor Kinsella corrected the November 8, 2022 minutes, item 8a. to add clarification that she did not agree with the imposed mandatory fine that would not allow for the Court's discretion.

Motion: Councilor Williamson moved to approve consent items 3a and 3b, as amended. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

4. Appointments

- a. AB 2878 Discussion/possible action regarding the appointment of Public Safety Personnel Retirement System (PSPRS) Local Board Members.**

Motion: Councilor Williamson moved to appoint Lynn Zonakis to the Public Safety Personnel Retirement System (PSPRS) Board with a term beginning immediately and ending July 31, 2026, or until a successor is appointed, whichever is later. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

- b. AB 2885 Discussion/possible action regarding the appointment of Planning & Zoning Commissioners.**

Motion: Councilor Williamson moved to reappoint Kathy Levin and Sarah Wiehl to seats on the Planning & Zoning Commission with a term beginning immediately and ending October 31, 2025 or until a successor is appointed, whichever is later, and appoint Will Hirst to a seat on the Planning & Zoning Commission with a term beginning immediately and ending October 31, 2024 or until a successor is appointed,

whichever is later. **Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.**

- c. **AB 2890 Discussion/possible action regarding the appointment of Historic Preservation Commissioners.**

Motion: Councilor Williamson moved to appoint Nate Meyer to the Historic Preservation Commission with a term beginning immediately and ending November 30, 2024 or until a successor is appointed, whichever is later, and reappoint Brynn Burkee Unger and John 'Jack' Fiene to the Historic Preservation Commission with a term beginning December 1, 2022 and ending November 30, 2025 or until a successor is appointed, whichever is later. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

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

Vice Mayor Jablow announced that the Stuff the Bus Event for the Sedona Toys for Tots will take place on Tuesday, December 6, 2022 from 10:00 a.m. to 5:00 p.m. and encouraged all to participate. The bus will be located at the Pavillion driveway off the Posse Grounds Road. He said the annual Chamber of Commerce and Tourism Bureau tree lighting and Santa visit will take place on December 2nd at 5:00 p.m., he encouraged all to attend. Councilor Kinsella said the League of Women Voters' Staying Healthy & Growing Older in the Verde Valley Event on December 1st at 1:30 p.m. at the Sedona Library, she encouraged all to attend. Councilor Williamson advised the City will be hosting a Community Plan Update Listening and Learning sessions as part of the Community Plan Update process. The first event is Thursday, December 1st at 1:30 p.m., the second session is scheduled for Wednesday, December 7th from 5:30-7:00 Zoom p.m. via Zoom, visit events@www.plansedona.com to register for Zoom sessions.

- 6. Public Forum- None.**

- 7. Proclamations, Recognitions & Awards- None.**

8. Regular Business

- a. **AB 2893 Discussion/possible action regarding the adoption of a Resolution approving the sale and execution and delivery of an Excise Tax Revenue Obligation, Second Series 2022, in an amount not to exceed \$10.2 million; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; delegating authority to determine certain matters with respect to the foregoing and declaring an emergency.**

Presentation by Cherie White and Mark Reader, Stifel Managing Director, Attorney Paul M. Gales, P.C., Greenberg Traurig LLP, and Karen Osburn.

Questions and comments from Council.

Opened to the public at 4:48 p.m.

The following spoke in opposition to item 8a: Ron Volkman spoke on behalf of Sherri Graham, Sedona, John Martinez, Sedona, Emily Taylor.

Brought back to Council at 5:06 p.m.

Questions and Comments from Council.

Public comment for item 8b was taken prior to Council taking action on item 8a at 5:27 p.m. Brought back to Council at 6:00 p.m.

Motion: Councilor Thompson moved to approve Resolution 2022-34, approving the sale, execution, and delivery of an excise tax revenue obligation evidencing all the interests of the owner thereof in a purchase agreement from the City; approving the form and authorizing the execution and delivery of such purchase agreement and other necessary agreements for such sale; delegating authority to designate certain terms thereof; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution and declaring an emergency. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed

- b. **AB 2894 Discussion/possible action regarding the approval of a Resolution authorizing the City of Sedona to enter into a purchase agreement to acquire the Real Property located near Hwy 89-A and Cultural Park Drive, Sedona, AZ 86336 (APN# 408-47-004C, 004W, 005A, 007, 008, 009A, 009B and 408-11-176B).**

Presentation by Karen Osburn, Cherie White, and Andy Dickey.

Questions and comments from Council.

Opened to the public at 5:27 p.m.

The following spoke in favor: Don Blaetter, Village of Oak Creek, Tracy Randall, Sedona, Linda Martinez, Sedona, Mark Tenbrook, Sedona, Sara First, Sedona.

The following spoke against: Pasquole Neri, Sedona/Lake Montezuma, Sylvia Sepielli, Sedona, Samaire Armstrong, Sedona, Ron Volkman, Yavapai County, John Martinez, Sedona.

Mary Bird, Sedona, asked that consideration for development be given to arts and museums.

Brought back to Council at 6:00 p.m. Council continued with item 8a before taking action on item 8b.

Motion: Councilor Thompson moved to approve Resolution 2022-35 authorizing the Purchase Contract for the City of Sedona to purchase the property located near Hwy 89-A and Cultural Park Drive, Sedona, AZ 86336 (APN# 408-47-004C, 004W, 005A, 007, 008, 009A, 009B and 408-11-176B) located in Yavapai County, City of Sedona, Arizona, for the sum of \$20,000,000 and authorizing the Mayor to execute the documents required to complete the purchase. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

Break at 6:50 p.m. Reconvened at 7:11 p.m.

Item 8f was moved prior to item 8c.

- c. **AB 2850 Public hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule.**

Motion: Councilor Ploog moved to approve Resolution No. 2022-37, creating a public

record entitled "2022 Amendments to the Sedona Consolidated Fee Schedule." Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

(After First Reading)

Motion: Councilor Ploog moved to adopt Ordinance No. 2022-12 adopting proposed changes to the Consolidated Fee Schedule. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

- d. AB 2887 Discussion/possible action regarding an Ordinance revising the Sedona City Code, Chapter 5.05.030 Section B, related to special event business licensing.

(After First Reading)

Motion: Councilor Williamson moved to adopt Ordinance 2022-13, revising City Code Chapter 5.05.030B, related to special event business licensing. Seconded by Councilor Thompson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

- e. AB 2897 Discussion/possible action regarding approval of a grant agreement with the Arizona Department of Emergency Management in the amount of \$900,000 for the City of Sedona's Emergency Operations Center project.

Presentation by Joanne Keene.

Motion: Councilor Kinsella moved to approve the grant agreement with Arizona Department of Emergency Management in the amount of \$900,000 for the City of Sedona's Emergency Operations Center project. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

Item 8f was moved prior to item 8c.

- f. AB 2837 Discussion/possible action regarding approval of a Resolution and Ordinance amending Sedona City Code Chapter 5.25 Short Term Rental Regulation to include implementation of SB 1168.

Presentation by Teresah Arthur and Joanne Keene.

Comments and questions from Council.

Opened to the public at 8:09 p.m.

Diana Sparks, Sedona, spoke in favor of sensible regulations, Sara First, Sedona, had questions regarding the notifications and background/sex offender checks for guests. Cameron Wylde, Sedona, spoke in favor of regulations and said both waste service companies offer concierge services to get trash cans to the curb, he voiced concerns regarding the work related to all guests required to have a sex offender background checks and urged council to require for the booking agent only.

Brought back to Council at 8:17 p.m.

Motion: Councilor Williamson moved to approve Resolution No. 2022-36, establishing as a public record the proposed amendment to Sedona City Code Chapter 5.25 entitled “2022 Amendments to Sedona City Code Chapter 5.25 (Short-Term Rental Regulation)”. Seconded by Councilor Lamkin. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

(After First Reading)

Motion: Councilor Williamson moved to adopt Ordinance No. 2022-11 an ordinance of the Mayor and Council of the City of Sedona, Arizona adopting amendments to the Sedona City Code Chapter 5.25 (Short-Term Rental Regulation) related implementing SB 1168; providing for penalties, a savings clause, and repeal of any conflicting ordinances. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

- g. AB 2892 Discussion/possible action regarding an Ordinance amending City Code Section 2.15.050 to consider increasing the mayor’s salary by \$100 per month and city councilor salaries by \$50 per month.**

Motion: Councilor Williamson moved to adopt Ordinance No. 2022-14 amending City Code Section 2.15.050 and increasing the mayor’s salary by \$100 per month and city councilor salaries by \$50 per month. Seconded by Councilor Thompson. Vote: Motion carried with five (5) in favor (Moriarty, Jablow, Lamkin, Thompson, and Williamson) and two (2) opposed. Councilors Kinsella and Ploog opposed.

h. Reports/discussion regarding Council assignments

Councilor Kinsella said the Community Center extended an invitation for Councilmembers to ride-along during the Meals On Wheels Program. Councilor Thompson advised Sedona Recycles the first Friday in December at 10:00 am. Councilor Ploog said the Verde Valley Care Givers (VVCG) launched new program for telehealth services, they have an annual campaign going on right now, the gala has been cancelled for this year, they have a Superhero Program for donations for those interested in being a superhero visit the VVCG Coalition website to make a donation.

i. Discussion regarding ideas for future meeting/agenda items

Vice Mayor Jablow a discussion regarding possibly reducing the Historic Preservation Commission members requested from seven to five members to a future agenda. Supported by Councilor Williamson.

9. Executive Session

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

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

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 9:26 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 22, 2022.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Monday, November 28, 2022, 3:00 p.m.**

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

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

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

Staff Present: City Manager Karen Osburn, Assistant City Manager/City Engineer Director of Public Works Andy Dickey, City Attorney Kurt Christianson, Magistrate Judge Paul Schlegel, Economic Development Manager Molly Spangler, Director of Wastewater Roxanne Holland, Police Chief Stephanie Foley, Arts Coordinator Nancy Lattanzi, Communications Manager Laruen Browne, Director of Financial Services Cherie White, Assistant Director of Public Works Sandy Phillips, Assistant Engineer Hanako Ueda, Human Resources Manager Brenda Tammarine, Sustainability Manager Alicia Peck, Sustainability Coordinator Owen Kerslake, Sustainability Coordinator Zachary Schwarz, Deputy City Clerk Cherise Fullbright, City Clerk JoAnne Cook.

The City's Vision was read by Mayor Moriarty.

2. Roll Call

3. Special Business

- a. AB 2884 Discussion/possible action regarding a Resolution approving the canvass of the City's General Election held on November 8, 2022.**

Motion: Councilor Thompson moved approve Resolution No. 2022-38, a Resolution of the Mayor and Council of the City of Sedona, Arizona declaring and adopting the results of the General Election held on November 8, 2022. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Ploog, and Williamson) and zero (0) opposed.

4. Public Forum/Recognition of Outgoing Councilors

5. Swearing in of Newly Elected Council Members by Magistrate Judge Paul Schlegel

No public comments were heard.

Opened to public at 3:04 p.m.

The following thanked Councilor Thompson, Councilor Lamkin, and Mayor Moriarty for their service to the community: Paul Chevalier, Sedona, Jen Farnsworth, Sedona, Marci Taylor, Sedona.

Brought back to Council at 3:10 p.m.

Councilor Kinsella, Vice Mayor Jablow, Councilor Williamson, Councilor Ploog thanked outgoing councilors and Mayor Moriarty for their service and accomplishments. Councilor

Thompson thanked Councilor Lamkin and Mayor Moriarty for their service. He read a statement of thanks to council for his reappointment. Councilor Lamkin thanked Councilor Thompson and Mayor Moriarty for their service and dedication. He acknowledged City Manager Karen Osburn , Deputy City Manager Joanne Keene, Police Chief Stephanie Foley, Director of Financial Services Cherie White, Assistant City Manager/ Director of Public Works Andy, City Clerk JoAnne Cook, and IT Director Chuck Hardy for their work and professionalism. Mayor Moriarty thanked all for their kind words. She thanked Councilor Lamkin for and Councilor Thompson for their service, kindness, and professionalism. She acknowledged them for being powerful thinkers. She said it was a pleasure to work will all councilmembers she had an opportunity to serve with. She encouraged all new councilmembers to keep Sedona moving forward. She said it was an honor and privilege to serve as mayor. She thanked city manager, city attorney, and staff and said they are the best in the multiverse. She expressed her thanks to the local and regional agencies she had the opportunity to collaborate with.

Karen Osburn presented Mayor Moriarty with a gavel plaque and a pen in appreciation of her service and presented Councilor Lamkin and Councilor Thompson with pens in appreciation of their service.

6. Roll Call

Council Present: Mayor Scott Jablow, Councilor Melissa Dunn, Councilor Pete Furman, Councilor Brian Fultz, Councilor Kathy Kinsella, Councilor Holli Ploog, Councilor Jessica Williamson.

7. Appointments

a. AB 2883 Discussion/possible action regarding appointment of a Vice Mayor.

Kinsella nominated Ploog Melissa Dunn seconded.

Motion: Councilor Williamson moved to appoint Councilor Ploog to fill the office of Vice Mayor. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Jablow, Dunn, Furman, Fultz, Kinsella, Ploog, and Williamson) and zero (0) opposed.

Vice Mayor Ploog

8. 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.

9. Adjournment

Mayor Jablow adjourned the meeting at 4:23 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 28, 2022.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2895
December 13, 2022
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of a five-year agreement with TransLoc for Microtransit and Fixed Bus Route Intelligent Transportation Systems (ITS), and Cellular Based Voice Over Internet Protocol (VoIP).

Department	Public Transit
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. TransLoc Full Term Contract

City Attorney Approval	Reviewed 12/06/22 KWC	Expenditure Required	
		\$ 285,075 (Over a five-year term.)	\$ 57,015 (Annually)
City Manager's Recommendation	Approve the five-year agreement with TransLoc for Microtransit and Fixed Bus Route Intelligent Transportation Systems (ITS), and Cellular Based Voice Over Internet Protocol (VoIP)	Amount Budgeted	
		\$	52,350 (FY23 ongoing) 24,000 (FY23 one-time)
		Account Number (Description)	52-5224-21-6436 (Hardware/Software Maint./Support – Transit Fund) 52-6224-21-6846 (Computer Hardware – Transit Fund)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

Following a competitive bid procurement process, TransLoc LLC of Durham North Carolina was awarded a six-month contract in February of 2022 for the provision of Microtransit and Fixed Bus Route Intelligent Transportation Systems (ITS), and Cellular Based Voice Over Internet Protocol (VoIP). The short initial term of the contract was established to ensure that the firm could satisfactorily meet the scope of work and required deliverables for the project. Also, the initial contract from the RFP allowed for five (5) successive one (1) year contract renewals. The initial 6-month contract term lapsed on August 2, 2022, but the City continued to use the

TransLoc services to support the trailhead shuttle program. City staff is requesting Council ratify the expenditures made between August 2022 and the approval of this agreement.

Since the initial contract award, TransLoc has successfully met all provisions within the scope of work for the fixed route transit system and has delivered all required ITS and communication technologies to support that mode of the city's emerging public transit system.

As the city's planned Microtransit (demand response) system has been substantially delayed due to vehicle manufacturing and supply chain disruptions, both city and TransLoc staff felt it was appropriate to restructure the initial agreement.

The new agreement would:

- Allow for a phased cost allocation for the Microtransit start up and licensing fees, which shall take effect when the city actually deploys that mode of service.
- Remove the five (5) successive one (1) year contract renewals and replace it with a five (5) year agreement. *Note: A 90-day termination for convenience provision without penalty clause shall remain in effect should the city wish to exercise that provision.*
- No additional cost has been added to the base price for the equipment and services provided, however, the Contractor may increase prices during the term upon written notice to the city, provided that in no event shall such increase exceed five percent (5%) during any contract year. *Note: A five percent annual cost escalator has been included into the stated contract value.*

FISCAL IMPACT:

The total contract value of this agreement is \$285,075 over a five-year period. Approximately \$57,015 annually for both fixed route and Microtransit services.

DISCUSSION:

ITS and communication infrastructure ensures the safe and efficient operation of a public transit system. The TransLoc agreement will provide the required technologies for Sedona's current fixed route and planned demand response (Microtransit) services. Additionally, the technology is easily scalable to meet the needs of the city's future public transit system.

In summary, these services include:

Computer Aided Dispatch (CAD) function: System assigns and tracks vehicles and drivers by designated route. Alerts dispatch should a service be running late or early, or if the bus is off route. Monitors and records on time performance and departures and arrivals at each service stop to include demand response pick-up and drop-off locations.

Automatic Vehicle Location (AVL) – Provides real time vehicle tracking via GPS. Also, records all vehicle movements allowing staff to “playback” the specific activities of each vehicle in the transit fleet.

Passenger Counting Feature: Captures all passenger boardings and alightings at the service stop level, or other location.

Passenger Facing App: Provides real-time arrival information to passengers via a mobile App for both the fixed route and demand response service, to include broadcasted service alerts for service disruptions or delays. Allows passengers to schedule or cancel demand response service.

Dedicated MicroTransit Website: Allows passengers to schedule or cancel demand response service via the website.

Turn-by-Turn Navigation: Provides turn-by-turn navigation for the Coach Operator (Used for demand response service)

Dedicated Verbal / SMS Transit Communications Platform: System functions as the primary communications platform for all city transit services to include, microtransit, trailhead shuttles, and future fixed route bus services. Provides a proprietary (closed) communications system for verbal and text communication between Dispatch, and all transit vehicles. Also, provides a secondary GPS tracking function for each vehicle.

Embedded Digital Pass App: Interface with Token Transit™ allowing for the Token App to be embedded into the TransLoc App and Website. Allows passengers to purchase and redeem digital passes through the Token Transit mobile App.

TransLoc provides all of these cloud-based services, many of which are required to compile data for mandatory FTA / ADOT reporting. Expenses include vehicle mounted hardware and software licensing fees.

Community Plan Consistent: Yes - No - Not Applicable

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

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

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve staff to enter into a five-year agreement with TransLoc for Microtransit and Fixed Bus Route Intelligent Transportation Systems (ITS), and Cellular Based Voice Over Internet Protocol (VoIP) and ratify past expenditures.

**CONTRACT
MICROTRANSIT, FIXED BUS ROUTE, DIGITAL PASS SOFTWARE SOLUTIONS,
AND CELLULAR BASED VOICE OVER INTERNET PROTOCOL (VOIP)
PURSUANT TO
RFP # PT-21-2**

Table of Contents

1. SCOPE OF PRODUCTS , SERVICES, & DEFINITIONS.....	2
2. TERMS AND CONDITIONS.....	3
3. SOFTWARE, SUPPORT AND MAINTENANCE.....	3
4. FEES AND PAYMENT.....	6
5. TERM AND TERMINATION.....	7
6. WARRANTIES.....	9
7. CONFIDENTIALITY.....	12
8. INDEMNITY AND LIABILITY.....	14
9. LIMITATION, DAMAGES AND GENERAL PROVISIONS.....	15
10. EXHIBIT A: SCHEDULE OF SERVICES, SOFTWARE AND EQUIPMENT.....	20
11. EXHIBIT B: SCOPE OF SERVICES.....	23
12. EXHIBIT C: NEW CUSTOMER INFORMATION SHEET.....	30
13. EXHIBIT D: INSURANCE REQUIREMENTS.....	32
14. EXHIBIT E: MODIFICATIONS TO RFP.....	34

This Contract for Microtransit, Fixed Bus Route, Digital Pass Software Solutions, and Cellular Based Voice Over Internet Protocol (VoIP) pursuant to RFP # PT-21-2 (“**Contract**”) is entered into as of the last signature to this Contract (the “**Effective Date**”) is by and between the City of Sedona, an Arizona municipal corporation located at 102 Roadrunner Drive, Sedona, AZ 86336-3710 (the “**City**”), and TransLoc Inc., a Delaware corporation with its principal place of business located at 4505 Emperor Blvd., Suite 120, Durham, NC. 27703 (“**Contractor**”). City and Contractor are each a “Party” to the Contract or together are “Parties” to the Contract.

RECITALS

WHEREAS, City has caused specifications, and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and issued RFP# PT-21-2 (“RFP”) for Microtransit, Fixed Bus Route, Digital Pass Software Solutions, and Cellular Based Voice Over Internet Protocol (VoIP), to which Contractor provided a response (“Proposal”); and

WHEREAS, City selected Contractor’s Proposal as being in the best interest of City and wishes engage Contractor in providing the services described in the RFP and Proposal.

NOW, THEREFORE, in consideration of the foregoing recitals, agreements, covenants and reciprocal promises contained in the Contract, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree as follows:

TERMS & CONDITIONS

SCOPE OF PRODUCTS , SERVICES, & DEFINITIONS

The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services and obligations described herein. Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Services defined in Exhibit B unless otherwise stated in the Contract. Except for transit vehicles and adequate workspace, Contractor will supply all Equipment and instrumentalities necessary to perform the Scope of Service.

1. Definitions.

- 1.1. “**Activation Date**” means when the Software is available to go live.
- 1.2. “**Affiliates**” means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.
- 1.3. “**Confidential Information**” means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a “**Disclosing Party**”) to the other party (a “**Receiving Party**”), whether owned by the Disclosing Party or a third party, pursuant to this Contract. Confidential Information of City includes, but is not limited to, City’s financial and business information. Confidential Information of Contract includes, but is not limited to, the terms of this Contract; the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software and the Service; the Documentation; and Contractor’s pricing, sales, proposals, implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Contract; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.
- 1.4. “**Day(s)**” means calendar day(s), unless otherwise specified.
- 1.5. “**De-Identified Data**” means data that does not contain information that identifies City or Users.
- 1.6. “**Documentation**” means any instructional and user manuals relating to the Service, which may be amended from time to time by Contractor.
- 1.7. “**Equipment**” means Contractor’s tracking hardware, antennas, cabling, wiring and other electronic components provided and installed by authorized Contractor personnel on City’s Vehicle Fleet, to allow the functioning, delivery or maintenance of the Software.

- 1.8. “**Fees**” means the Subscription Fee and cost of any equipment.
 - 1.9. “**Initial Term**” means a period of five (5) years from the Effective Date.
 - 1.10. “**Project Manager**” means an employee of City, designated to be responsible for and aware of City’s (and if applicable, any third party brought in by City’s) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving City and Contractor.
 - 1.11. “**Service**” means Contractor’s Software and any services and deliverables identified in Exhibit B, as applicable.
 - 1.12. “**Service Data**” means any data, information, content, documents, or electronic files provided to or collected by Contractor from either City or its Users during the course of their use of any component of the Service.
 - 1.13. “**Software**” means (1) Contractor’s proprietary vehicle tracking and passenger information service provided through proprietary software made available in combination with Equipment for use in the management, location, and inventory of City’s transportation resource; and (2) any of Contractor’s proprietary software, solutions, or technologies identified in Exhibit B of the Contract, including but not limited to white label applications.
 - 1.14. “**Term**” means the Initial Term plus any Renewal.
 - 1.15. “**Users**” means the actual and prospective passengers on City’s transit system.
 - 1.16. “**Vehicle Fleet**” means the multi-passenger vehicles comprising City’s transit system, on which the Equipment is installed in accordance with this Contract.
2. Software, Service, and Equipment.
 - 2.1. Subscription. Subject to payment of the Fees and the remaining terms and conditions of this Contract (including, without limitation, the use requirements, restrictions and limitations described in Section 6.1), Contractor hereby grants to City a limited, revocable, non-exclusive, and non-transferable right to access and use the Software and the Documentation during the Term at the physical location of City as stated herein. Contractor will make the Documentation available to City in electronic form.
 - 2.2. Implementation and Training.
 - 2.2.1. System Information Sheet. City will complete the System Information Sheet no later than thirty (30) calendar days following receipt of the System Information Sheet from Contractor, which includes stops, routes, blocks, vehicle information, and other relevant information needed to create City’s Service.

- 2.2.2. Pre-Installation Requirement Form. City will complete, if applicable, the Pre-Installation Requirement Form no later than fourteen (14) calendar days following receipt of the Pre-Installation Requirement Form from Contractor. City expects Contractor to bring their expertise to review the Microtransit zone and refine the zone as needed to maximize efficiency and productivity of the Service.
- 2.2.3. Project Management. Within five (5) calendar days of the Effective Date of the Contract, City shall provide a Project Manager that Contractor will work with through to project completion. Contractor will also provide a project manager who will coordinate resources internally. The Contractor shall provide support Services to City Operations, Planning, and Customer Services teams throughout the implementation phase of this project.
- 2.2.4. Additional Materials and Documents. Contractor and City will cooperate to ensure that all applicable forms and documents necessary for implementation of the Service is completed within a reasonable timeframe.
- 2.2.5. Definition of Service Area. City shall provide Contractor with the physical bounds of their intended Service area upon request from Contractor. This information can be provided either in a series of latitude and longitudes that correspond to the vertices of a contiguous shape, a radius (in miles or kilometers) from a single latitude and longitude, or a list of all the roadways and intersections that form the outer-edges of the service area.
- 2.2.6. Customer or Contractor Delays. In the event Contractor incurs delays, additional costs or labor as a result of any act or omission of City, including but not limited to City 's failure to provide information, data, or access to City's facilities or personnel, City agrees that Contractor may, upon prior written notice to City, add reasonable charges to the amounts invoiced to City and adjust any implementation schedule provided to City. In the event City incurs delays, additional costs or labor as a result of any act or omission solely of Contractor, including but not limited to Contractor's failure to provide information, data, or access to Contractor's Services, Contractor agrees that City may, upon prior written notice to and agreement with Contractor, subtract reasonable charges to the amounts invoiced to City and adjust any implementation schedule provided to City.
- 2.3. Vehicle Fleet administrators will receive instructional materials and training to use the Service.
- 2.4. Software, Support and Maintenance.
 - 2.4.1. Base Level Support. Contractor will provide email and telephone support for the Software to assist City personnel in using the Service and in reporting suspected deviations from the service and the associated documentation (“**Errors**”). Support will be provided from 8:00 a.m. to 8:00

p.m. Eastern Time, Monday through Friday, excluding regular business holidays. Only in the event of an emergency, Contractor will provide twenty-four (24) hours a day, seven (7) days a week telephone assistance.

- 2.4.2. Maintenance. Contractor will use reasonable efforts to correct suspected Errors when such Errors are reported to Contractor. Contractor does not warrant that all Service Errors will be corrected.
- 2.5. Equipment. Contractor will make available for City to purchase certain hardware equipment as part of the solution for integration with Contractor's software. City agrees to purchase, and hereby purchases from Contractor, and Contractor agrees to sell, and hereby sells to City, the Equipment.
- 2.6. Software Upgrades. Contractor will provide upgrades to Software ("**Upgrades**") that Contractor generally makes available to its other licensees for no additional charge. City acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where Contractor provides new features to City at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Contractor and such new features may be revoked at any time. City acknowledges that some newly integrated features in future releases of the Contractor Software may require the purchase of the appropriate hardware upon which the features depend.
- If Contractor is no longer providing one or more Services, or in the event that a Service goes end-of-life, Contractor may, replace the Service in accordance with the terms of this Contract with a functional equivalent; provided, that any such functional equivalent shall have substantially similar features and functions as the Service it is replacing and shall reasonably meet or exceed the specifications and other requirements prescribed by this Agreement for the Service, and upon such replacement in accordance with this Section, such replacement Service shall be considered a Service for the purposes of this Agreement. To the extent necessary, Contractor and City shall amend any applicable statement of work to reflect such replacement of Service.
- 2.7. Route & Map Updates. Contractor will add the existing stops, schedules, or routes during the initial implementation with information provided by City. After the initial Implementation, to ensure that updates are implemented within the requested effective date, Contractor requests that updates be submitted two (2) weeks in advance of the desired effective date.
- 2.8. Modification of Customer's Physical Location. If City expands or modifies its physical location, City may be required to purchase additional hardware and/or Software licenses and/or services to enable the Service to function properly in the expanded, additional, or modified physical location. Such purchases shall be agreed to in writing by executing additional amendments.

2.9. Professional Services. City and Contractor may modify Exhibit B or enter into one or more statements of works subject to this Contract, which may incorporate one or more service descriptions for the provision of professional services. Contractor will perform the professional services, subject to the fulfillment of any responsibilities and payments due from City, as stated in the applicable exhibit.

3. Fees and Payment.

3.1. Subscription Fees. Contractor shall faithfully perform each and every item of work and Service required under this Contract. The rates for the Service are identified in Exhibit A. The Subscription Fees will commence on the Activation Date, and will continue for the Initial Term.

3.2. Cost of Equipment. The cost of Equipment is identified in Exhibit A.

3.3. Payment, Taxes and Procedures. City will pay the Fees monthly following the City's receipt of a properly completed invoice. City shall pay Contractor in accordance with payment terms set forth below:

3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.

3.3.2. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are set forth in this Contract. A properly completed invoice should contain, at a minimum, all of the following:

- a) Contractor name, address, and contact information;
- b) City billing information;
- c) City contract number as listed on the first page of the Contract;
- d) Invoice number and date;
- e) Payment Terms;
- f) Dates of Service;
- g) Description of Services provided;
- h) Applicable Taxes;
- i) Total amount due.

3.3.3. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by Contractor.

3.3.4. Late payments shall be subject to interest at the monthly rate of one percent (1%), or the maximum amount allowed by applicable law, if lower. Interest on late payments will be calculated from the date when payment becomes overdue until the date payment is received by Contractor. Contractor may suspend the Service if the Subscription Fee is not received by the due date.

If Contractor suspends the Service for non-payment, City may be charged a fee for reinstatement of the Service.

- 3.3.5. City shall pay Contractor's costs of collecting amounts past due under this Contract, including reasonable attorneys' fees.
- 3.3.6. Prices do not include applicable state and local sales, use and other taxes. City is responsible for such taxes or shall provide proof of tax exemption. Contractor shall invoice applicable taxes as a separate line item.
- 3.3.7. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for service not in accordance with the Contract, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

3.4. Price Increases. Contractor may increase prices during the Term upon written notice to Customer, provided that in no event shall such increase exceed five percent (5%) during any contract year. This 5% is captured and factored into the total contract value in Exhibit A.

4. Term and Termination.

- 4.1. Term. This Contract begins on the Effective Date and will remain in effect for a period of five (5) years (the "Initial Term"). The Contract may be renewed for five successive one (1) year periods (each, a **Renewal**), upon mutual written agreement at least thirty (30) days before the end of **Term**.
- 4.2. Extension for Procurement Processes. Upon the expiration of the Term of this Contract, including any Renewal(s) permitted herein, at the City's sole discretion this Contract may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Contract. City will notify Contractor in writing of its intent to extend the Contract at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this subsection will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then current Contract.
- 4.3. Termination for Breach. If the Contractor does not deliver Services in accordance with the Scope of Services, or if the Contractor fails to perform in the manner called for in the Contract, or if the Contractor materially breaches any other provisions of the Contract, City may terminate this Contract for default upon providing thirty (30) days prior written notice. Termination shall be effected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default.

The Contractor will only be paid the Contract price for supplies, materials and Services delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery or performance schedule, may allow the Contractor to continue work.

If the termination is for default, Contractor will be paid for work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City and the Parties shall negotiate the termination settlement to be paid the Contractor. City may complete the work required by the Contract or otherwise arrange for its completion.

- 4.4. Opportunity to Cure: City, shall, in the case of a termination for breach or default, allow the Contractor up to thirty (30) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to furnish or remedy the breach or default according to the terms or conditions of this Contract within thirty (30) calendar days after receipt by Contractor or written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor.

Any such termination for default shall not in any way preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4.5. Waiver of Remedies for Breach. In the event that City elects to waive its remedies for any breach by Contractor of any term or condition of this Contract; such waiver by City shall not limit City 's remedies for any succeeding breach of that or of any other terms or conditions of this Contract.
- 4.6. Termination for Convenience. City may terminate this Contract, at any time by providing sixty (60) days' written notice to Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including Contract closeout costs and profit on the work performed up to the time of termination, but shall not be paid any remaining Subscription Fees for the then current Term. City shall allow no anticipated profit on unperformed Services. The Contractor shall promptly submit its termination claim to the City.
- 4.7. Effect of Termination or Expiration. Upon termination or expiration of this Contract for any reason, (i) Contractor shall immediately discontinue all Services affected unless the notice directs otherwise (ii) the City's license for Contractor and right to access and use the Service automatically terminates, and (iii) the City's right to receive, view and/or access the Service Data automatically terminates. Termination of this Contract does not relieve City of its obligation to pay monies for Services already performed and due to Contractor.

4.8. Survival. The terms provided in Sections 5, 6, 7, 8, and 9 of this Contract survive any termination or expiration of this Contract.

5. Warranties and Disclaimer of Contractor.

5.1. Equipment Base Warranty. In the event any third-party materials are provided to City hereunder, either as part of the Services or as necessary or incidental to Contractor's provision of Services (including hosting services), Contractor shall pass through to City any and all representations, warranties and covenants from such third-party providers, in addition to any representations, warranties and covenants provided by Contractor in this Agreement. If a warranty is purchased and procured through Contractor, Equipment provided by Contractor will be warranted against defects in material and workmanship for the Extended Equipment Warranty Period beginning on the Activation Date. Contractor may repair, modify or replace any or all of the Equipment in the performance of warranty.

5.2. Professional Services Warranty. Contractor represents and warrants that the professional services will be performed in a workmanlike manner consistent with industry standards.

5.3. Exclusive Remedy. Sections 5.1 and 5.2 set forth City's exclusive remedy for breach of the related warranties.

5.4. Service Warranty. CONTRACTOR represents and warrants that the software and services will materially conform with the written product documentation provided to the CITY. Contractor will perform the Services in a professional, workmanlike manner, consistent with industry standards.

5.5. Warranty Limitations. Contractor is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of City's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with; (ii) subjected to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals; (iii) improperly installed or maintained by City or any third party; or (iv) used for a purpose other than as intended by Contractor, including but not limited to use in a configuration not recommended by Contractor.

5.6. Additional Fees. Contractor recommends that it installs any applicable Equipment. In the event Contractor has to repair, modify, or replace any component of the Equipment due to City's improper installation, additional fees shall incur.

5.7. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF

DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CITY'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS COMPANY HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

- 5.8. Excluded Parties. Contractor represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is included in the General Services Administration's (GSA's) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 5.9. Lobbying Disclosure Act. Contractor represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is in violation of the Lobbying Disclosure Act of 1995.
- 5.10. Non-Discrimination. Contractor represents that it does not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, age, gender, marital status, citizenship, disability, sexual orientation, veteran's status, or membership in any other protected group.

6. Warranties and Acknowledgement of City.

- 6.1. Use Requirements, Restrictions and Limitations. City represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:
 - 6.1.1. City shall not reverse engineer, de-compile or disassemble the Software or Equipment, shall not attempt to access any data underlying the Software or circumvent the user interface or other technological measures put in place by Contractor, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of Contractor.
 - 6.1.2. City shall not rent, sell, assign, lease, or sublicense the Service. City shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
 - 6.1.3. City shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.
 - 6.1.4. City shall not violate or attempt to violate the security of Contractor's networks, including (i) accessing data not intended for City; (ii) accessing a server or account which City is not authorized to access; (iii) attempting to scan or test the vulnerability of a system or network or to breach security

or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

6.1.5. City shall cause each of City's employees, agents and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.

6.1.6. Contractor reserves the right, without liability to City, to disable City's or a User's access to the Service for breach of this Section 6.1.

6.2. City acknowledges and agrees:

6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of City's Vehicle Fleet, transportation system, and personnel;

6.2.2. That the Service depends upon data being transmitted over the internet, City's network, GPS satellites, and third-party carrier networks, and that, Contractor has no control over the functioning of the internet, City's network, GPS satellites, or the network of a carrier; and

6.2.3. That City alone is responsible for acquiring and maintaining City's Vehicle Fleet, City's network, City's internet access, and the rest of City's physical and technological infrastructure.

6.2.4. That City's cooperation is required for the timely delivery of the Service, and, as a result, City will promptly respond to Contractor's requests and inquires and cause its Project Manager (or any applicable representative) to cooperate with Contractor, in good faith, to complete the implementation of the Service and troubleshoot any issues with the Service.

6.3. International Roaming. The Equipment may transmit and receive data without user intervention and, as a result, will generate international roaming charges when it is taken out of the United States. City alone is responsible for roaming charges.

7. Confidentiality and Ownership.

7.1. Intellectual Property. Contractor is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively "**Derivative Works**"), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by Contractor based upon ideas or suggestions submitted by City to Contractor, City hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint

contributions to Contractor, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Contract shall be construed to convey to City (or to any party claiming through City) any rights in or to the Service, other than the rights expressly granted in Section 7.1.

- 7.2. Trademarks. City hereby consents to use of City's name and/or logo a) on Contractor's website in order to direct end-users to the public-facing aspects of the Service; b) to create a City -specific public-facing website hosted by Contractor where Users may access the Service; and, c) in the event Contractor's white label application is included as part of the Service, to create a City-branded application.
- 7.3. Ownership of Data. City acknowledges and agrees that, as between City and Contractor, Contractor retains all ownership right, title and interest in and to all Service Data, including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. Contractor may analyze and compile Service Data for the purpose of creating De-Identified Data. Contractor may use the De-Identified Data without restriction and may combine the De-Identified Data with data from other sources to create aggregate statistical data. Service Data means any data, information, content, document, or electronic files provided to or collected by Contractor from either City or its users during the course of their use of any component of the Service. Contractor agrees to regularly share Service Data with City in a usable electronic file format and Contractor shall provide City a final copy of Service Data upon expiration or termination of this Agreement. Usable electronic file format means the transformation of the Service Data into a format that can be read on City computers in a common computer program currently in use (pdf, excel, etc.) without the loss of information contained in the original file.
- 7.4. Public Records. Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 et seq.) and any documents related to this Contract may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 7.5. A Receiving Party (a) shall hold the Disclosing Party's Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The City shall limit access to the password-protected portions of the Service and any Equipment to City's employees who have a legitimate need to

access the Service and Equipment. Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party. If City receives a public record request for Confidential Information, City shall notify Contractor and Contractor shall, within fifteen (15) business days (or within the maximum period allowed by applicable law), notify City whether it desires for the Confidential Information to be withheld, and provide a legal basis under the Arizona Public Records Act, A.R.S. 39-101 et seq., for withholding the Confidential Information. If City withholds the Confidential Information pursuant to Contractor's request, Contractor shall indemnify and defend City from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If Contractor fails to notify City within the time specified or to provide a legal basis for withholding of the Confidential Information, Contractor agrees that City shall be entitled to release and disclose the Confidential Information. Remedies. Each party acknowledges and agrees that any violation of this Article (Confidentiality) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

- 7.5.1. The City shall limit access to the password-protected portions of the Service and any Equipment to City's employees who have a legitimate need to access the Service and Equipment.
- 7.5.2. Upon the termination or expiration of this Contract, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.
- 7.5.3. Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 et seq.) and any documents related to this Contract may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process. If City receives a public record request for Confidential Information, City shall notify Contractor and Contractor shall, within fifteen (15) business days (or within the maximum period allowed by applicable law), notify City whether it desires for the Confidential Information to be withheld, and provide a legal basis under the applicable Public Records Act for withholding the Confidential Information. If City withholds the Confidential Information pursuant to Contractor's request, Contractor shall indemnify and defend City from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If Contractor fails to notify City within the time specified or to provide a legal basis for

withholding of the Confidential Information, Contractor agrees that City shall be entitled to release and disclose the Confidential Information.

7.6. Remedies. Each Party acknowledges and agrees that any violation of this Article 7 (Confidentiality and Ownership) may cause irreparable injury to the other Party for which there would be no adequate remedy at law and, therefore, such other Party shall be entitled to preliminary and other injunctive relief against the other Party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the Parties may have at law or in equity.

8. Indemnity and Liability.

8.1. City Indemnity.

Contractor shall, to the extent permitted by law, indemnify, defend, and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability imposed for injury, claims or demands, including reasonable attorney's fees, costs, and expenses, whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this Contract, except to the extent that such liability arises from or is caused by the sole negligence or willful misconduct of City, its elected and appointed officials, officers, agents, employees or volunteers.

With respect to those claims arising from a professional error or omission, as well as employment practices liability, Contractor shall indemnify, defend, and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability arising from the professionally negligent acts, errors, or omissions of Contractor.

This indemnity and hold harmless provision survives the termination or expiration of the Contract and insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

Contractor Indemnity. Contractor shall, to the extent permitted by law, indemnify, defend, and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from any liability imposed for injury, claims or demands, including reasonable attorney's fees, costs, and expenses, whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any willful act or omission, of Contractor, or of anyone acting under Contractor's

direction or control or on its behalf, in connection with or incident to or arising out of the performance of this Contract, except to the extent that such liability arises from or is caused by the sole negligence or willful misconduct of City, its elected and appointed officials, officers, agents, employees or volunteers.

8.2. Contractor Intellectual Property Infringement Protection.

8.2.1. If a third party claims that the Service provided to City by Contractor under this agreement infringes that party's United States patent or copyright, Contractor shall defend City and City's Affiliates against that claim and shall pay any losses, liabilities, damages, judgments, awards, expenses, and costs, including reasonable attorneys' fees that a court finally awards against City, provided that City (i) promptly notifies Contractor of the claim and (ii) permits Contractor to control and cooperates with Contractor in the defense and any related settlement negotiations. City may participate, at City's own expense, in the defense of such claim. If any part of the Service is, or in Contractor's reasonable judgment may become, the subject of any such proceeding Contractor may, at its expense and option, do one of the following: (i) procure for City the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate City's right to use the Service or the affected portion thereof, and refund to City an amount equal to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Contractor's only obligations and City's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights. Contractor will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by Contractor or identified by Contractor in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than Contractor, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

8.2.2. If any part of the Service is, or in Contractor's reasonable judgment may become, the subject of any such proceeding Contractor may, at its expense and option, do one of the following: (i) procure for City the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate City's right to use the Service or the affected portion thereof, and refund to City an amount equal

to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Contractor's only obligations and City's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.

- 8.2.3. Contractor will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by Contractor or identified by Contractor in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than Contractor, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

8.3. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON INDIRECT DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY CITY OR CITY'S AFFILIATE IN THE TWO (2) YEAR PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

9. General Provisions.

- 9.1. Notices. Any notice or correspondence permitted or required to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, overnight delivery service, or by e-mail to the appropriate recipient thereof (or other address designated by a Party by written notice that conforms to this section), in the case of the Contractor also known as TransLoc, Inc. 4505 Emperor Blvd, Suite 120, Durham, NC 27703 and in the case of City, to 102 Roadrunner Drive, Sedona, AZ. 86336 or at any other address which either Party may subsequently designate in writing to the other Party. Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by

registered or certified mail, upon receipt if by email, when receipt is acknowledged by the receiving Party.

<p>If to Contractor:</p> <p>TransLoc, Inc. 4505 Emperor Blvd, Ste 120 Durham, NC 27703</p>	<p>If to City:</p> <p>City of Sedona 102 Roadrunner Dr Sedona, AZ 86336</p> <p>Email: RWeber@sedonaaz.gov</p>
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9.2. Compliance with Laws. Each Party will comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the performance and use of the Service as set forth in this Contract.

9.3. Ineligibility. Contractor will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.

9.4. Assignment. Neither Party may assign or otherwise transfer any of the rights and obligations arising out of this Contract without the prior written consent of the other Party, except in connection with the sale or transfer of all or substantially all of such Party’s business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, City’s consent shall not be required for assignments of this Contract in whole or in part that result from a merger or acquisition, provided the contract is assigned to an affiliate of Contractor or an entity under common control with Contractor or Contractor’s corporate parent.

9.5. Governing Law. This Contract shall be construed in accordance with laws of the State of Arizona. Parties further stipulate that this Contract was entered into in the State of Arizona and the state is the only appropriate forum for any litigation as a result of breach of Contract without reference to any choice of law principles of such state, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods. Venue shall be within the County of Yavapai, Arizona. Both Parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Contract or the subject matter thereof and consent to a trial to the court.

9.6. Dispute Resolution. Disputes arising in the performance of this Contract, which are not resolved by agreement of the Parties, shall be decided in writing by the City Manager. This decision shall be final and conclusive unless Contractor timely files a Notice of Claim and Complaint pursuant to A.R.S. §§ 12-821 and 12-821.01.

9.7. Arbitration. Any controversy or claim arising out of or relating to this Contract, with the exception of injunctive relief sought by either Party, may, upon agreement of both Parties, be submitted to arbitration before an arbitrator agreed upon by the

Parties, or, if the Parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. Arbitration shall occur in the state specified in Section 9.5. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. If agreed upon by both Parties, the award of the arbitrators may be binding and may be entered as a judgment in any court of competent jurisdiction.

- 9.8. Litigation. In the event of any dispute that results in litigation arising from or related to the Services provided under this Contract, the prevailing Party, if court ordered, may be entitled to recovery of all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing Party and shall not require initiation of a separate legal proceeding. Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 9.9. Non-Discrimination Assurance. Contractor shall not discriminate on the basis of race, creed, color, national origin, gender, or sexual orientation or in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as City deems appropriate. Contractor shall obtain the same assurances from its joint venture partners, and sub-contractors by including this assurance in all subcontracts entered into under this Contract.
- 9.10. Audits and Records. The City or its authorized agent reserves the right to inspect records related to the performance of Services specified herein. In addition, the City may inspect billing or other relevant records kept by Contractor in relation to the Contract to validate City invoices. The audit shall occur only once annually for the period twelve (12) months prior to the audit request unless there is a suspicion of a material breach of the Contract. Contractor will permit such inspections and audits during normal business hours and upon ninety (90) days' notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Contractor must preserve the records related to this Contract for five (5) years after completion of the Contract.
- 9.11. Conflict of Interest (A.R.S. § 38-511). Pursuant to A.R.S. § 38-511, the City may cancel this Contract without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of Contractor.
- 9.12. Cooperative Use of Contract (Piggybacking). This Contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with approval of Contractor. The City gives Contractor permission to

allow any such usage by other entities. Usage must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

- 9.13. Force Majeure. Except for payment obligations, neither Party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the Party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the Party suffering from the force majeure event will be suspended for the duration of the force majeure.
- 9.14. Integration. This Contract shall consist of the following documents, a copy of which are on file in the office of the City, and constitutes the final and exclusive Contract between the Parties as to the matters described in it; all of which are incorporated herein and made a part hereof by reference hereto:
- A. This signed and dated Contract, together with the exhibits;
 - B. Request For Proposal RFP# PT-21-2 and any Addenda thereto;
 - C. Contractor's Proposal/Executed Bid Form;
 - D. Required Forms And Certifications.

This Contract supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or Contracts between the Parties concerning its subject matter. All Recitals are hereby incorporated by reference into the Contract as if written out and included herein. In the case of disagreement in the terms and conditions between this Contract and any of its Exhibits, this Contract shall control.

- 9.15. Amendment and Waiver. This Contract may only be modified in writing signed by both Parties and identifying the provision of the Contract that is to be amended. No delay or omission by either Party in exercising any right or remedy under this Contract or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either Party of any right or remedy whether under this Contract or otherwise shall be effective unless in writing.
- 9.16. Severability. If any term, provision or condition of this Contract is held to be invalid or unenforceable, the other provisions of this Contract will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 9.17. Promotion Rights. No public statements concerning the existence or terms of this Contract will be made or released to any media except with the prior approval of both Parties or as required by law. With City's prior approval, approval of which

will not be unreasonably withheld by the City, Contractor may publicize its relationship with City for marketing and promotion purposes, which may include issuing a press release, mentioning the relationship on the Contractor website (in each case by disclosing City's name, general information and/or a link to City's website), and/or list City as a user of the Service.

- 9.18. Relationship. In making and performing this Contract, Contractor and City act and shall act at all times as independent contractors and nothing contained in this Contract shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Contractor and City. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- 9.19. No Boycott Israel. By entering into this Contract, CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods and services as defined in A.R.S. § 35-393.01.
- 9.20. Document. Each Party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Contract. Neither this Contract nor any of the matters set forth herein or in the schedules will be construed against either Party by reason of the drafting or preparation thereof. This Contract may be signed in any number of counterparts, each of which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Contract.
- 9.21. Authority. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each is properly authorized and empowered to enter into the Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

SIGNATURES ON THE FOLLOWING PAGE

AUTHENTICATION,

IN WITNESS WHEREOF, the Parties have duly executed two (2) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below (the Effective Date).

Signed and authenticated by authorized representatives as follows:

CONTRACTOR:

TransLoc, Inc.

By: _____

Name: _____

Title:

Date: _____

CITY OF SEDONA:

City of Sedona

By: _____

Name: Karen Osburn _____

Title: City Manager _____

Date: _____

Approved to Form:

By: _____

Name: Kurt W. Christianson_

Title: City Attorney, City of Sedona _____

Date: _____

Attest:

By: _____

Name: _____

Title: City Clerk, City of Sedona _____

Date: _____

EXHIBIT A: SCHEDULE OF SERVICES, SOFTWARE, AND EQUIPMENT

This Exhibit A incorporates the terms of the Contract between Contractor and City.

1. Fees and Cost



4505 Emperor Blvd #120
Durham, NC 27703

Pricing Exhibit - Confidential

DATE: November 30, 2022
TO: Robert Weber
City of Sedona

*Price remain firm for 60 days

Notes	Type	Item	Item Description	Qty	Unit Price (per year)	Capital	Subscription					
							5.0% Year 2	5.0% Year 3	5.0% Year 4	5.0% Year 5		
Fixed Route - CAD/AVL												
b.	**	S-106	Subscription - CAD_AVL (public)	5	\$ 1,350.00	\$	6,750.00	\$ 7,090.00	\$ 7,445.00	\$ 7,815.00	\$ 8,205.00	
Fixed Route - Driver Modules												
	**	S-111	Subscription - DAPC	5	\$ 250.00	\$	1,250.00	\$ 1,315.00	\$ 1,380.00	\$ 1,450.00	\$ 1,525.00	
	**	S-123	Subscription - VOIP	1	\$ 14,880.00	\$	14,880.00	\$ 15,625.00	\$ 16,405.00	\$ 17,225.00	\$ 18,085.00	
OnDemand - Hardware												
a.	x	H-153	Cell Signal Booster Hardware	5	\$ 565.00	\$ 2,825.00						
		P-110	Prof Svcs - Installation OnDemand	5	\$ 320.00	\$ 1,600.00						
OnDemand - Implementation												
		P-134	Prof Svcs - Platform Setup & Project Mgmt (OnDemand)	1	\$ 5,000.00	\$ 5,000.00						
		--	SSO Integration	1		Included						
OnDemand - Subscription												
b.	**	S-122	Subscription - OnDemand	5	\$ 5,400.00	\$	27,000.00	\$ 28,350.00	\$ 29,770.00	\$ 31,260.00	\$ 32,825.00	
		S-113	Subscription - Data Plan (OnDemand)	1		Included						
		--	Mobile App (iOS & Android) & Administrative Platforms	1		Included						
		--	Support & Ongoing Training	1		Included						
		--	Data & Cloud Hosting	1		Included						
Shipping Costs												
		H-156	Shipping Charge			Included						

Notes
a. Includes: all necessary cabling & hardware
b. Includes: Support, Server Hosting & Licensing
x Hardware invoiced upon shipment. Invoicing of remaining capital costs at the delivery of services.
*** Subscription invoiced post go-live date

Billing Frequency:	--				
Payment Terms:	Net 30	Year 2	Year 3	Year 4	Year 5
Quote Summary					
First Year Capital	\$ 9,425.00				
First Year Subscription	\$ 49,880.00	\$ 52,380.00	\$ 55,000.00	\$ 57,750.00	\$ 60,640.00
Total for First Year	\$ 59,305.00				
Total Capital	\$ 9,425.00				
Total Subscription - 5 Years	\$ 275,650.00				
Total for Contract	\$ 285,075.00				

*All applicable sales/use tax are additional

** Total for Contract includes annual price increases

Fixed Route license subscriptions to be invoiced upon the Effective Date of this Agreement. OnDemand license subscriptions to be invoiced upon their Activation Date. The total amount to be paid to the contractor during the Initial Term and for the scope of work defined under Exhibit B shall not exceed the total amount shown under Exhibit A, subject to Section 3.4 of the Agreement above.

2. Reinstallation or Additional Equipment Installation Fees:
If needed, Contractor will uninstall Equipment and Software from a vehicle and reinstall in a different vehicle, or install additional Equipment. There is an hourly labor fee per Equipment that is reinstalled or newly installed, reimbursed travel costs, and if new Equipment, Equipment fee as stated above. Only Contractor is authorized to uninstall, install, and/or reinstall Equipment.
3. Spare Equipment:
Spare Equipment is not included in the fees above. If desired, City can purchase spare Equipment to minimize downtime in the event that Equipment needs to be repaired or replaced.
4. New Customer Information Sheet:
City must complete the New Customer Information sheet, found on the next page, to facilitate invoicing and payment.

EXHIBIT B: SCOPE OF SERVICES

TransLoc is offering the below items within this contract

Fixed-Route Services (5 vehicles)

Rider Application/Website Services

- Public dashboard
 - Real-time tracking with 3 - 5 second update rates
 - Shuttle Stop Time Predictions
 - Client Feedback Option
 - "Find Me" Feature
 - Twitter Feed and Social Media links with Display
 - Menu Links to Clients Desired URL
 - Public website in internet browser with Mobile website accessible via any smartphone.
 - Rider Alerts/Announcements to be displayed to riders on public websites/applications.

- Mobile Application (TransLoc)
 - Supported in Apple App and Google Play stores
 - Multimodal with fixed route and ondemand capabilities
 - WCAG 2.0 AA compliant for accessibility
 - Trip planning capabilities
 - Vehicle tracking and capacity
 - Display of agency alerts for routes
 - Stop details (schedule data and ETAs)
 - Favorite Stops
 - Multi-language capabilities
 - English
 - Spanish
 - Simplified Chinese

CAD/AVL Services (5 Vehicles)

- Admin dashboard
 - Domain Name
 - Standard TransLoc domain (TransLoc.com)
 - Managed by TransLoc
 - Unlimited users
 - Dispatching capabilities
 - Options based on system configuration
 - By Schedule
 - By Vehicle
 - By Block Group
 - Rider Alerts/Announcements to be displayed to riders on public websites/applications.

- Ability to communicate system information, detours, delays, etc. to riders on browser website
 - Reporting Suite
 - General Reports
 - Arrivals and Departures (By Route and Stop)
 - Arrivals and Departures (By Route and Vehicle with Loop Time)
 - Employee Assignments
 - Headway
 - Headway Summary
 - Route_Report
 - Vehicle On Route
 - Vehicle Service Report
 - Vehicle Assignment Report
 - Performance Reports
 - On Time Performance
 - On Time Performance Summary
 - Schedule By Time Report
 - Schedule_Report
 - Dedicated Client Support Rep/Account Manager
 - 24/7 Emergency Client Support 365 Days a Year
 - Add/Remove Vehicles
 - Route and Stop Configuration/Changes
 - Schedule Configuration/Changes
 - Create/Remove Users
- AVL Hardware (5 Vehicles)
 - TransLoc will provide
 - Pepwave Max Transit Mini WiFi Router
 - Cellular Data
 - TransLoc to provide
 - Verizon SIM Cards (2FF)
 - Installation
 - TransLoc to provide

Tablet Features (5 Vehicles, 10 tablets)

- Hardware
 - TransLoc to Provide:
 - Samsung Tab Active 3
 - Smart docking station with lock
- Installation
 - TransLoc to provide
- Cellular Data
 - TransLoc to provide
 - Verizon

- **VOIP (5 tablets)**
 - VOIP provided through Orion
 - Tablets provided through TransLoc

- **DAPC - Driver Assisted Passenger Counting (5 tablets)**
 - Types of Use
 - Passenger Counting with Schedule Adherence (client must have scheduled times for each stop)
 - Schedule Adherence
 - Color code visualization of schedule adherence on the MDT (Green, Yellow, Red)
 - +/- time display
 - Adjustable time configurations through RideSystems
 - Green- Within 2 minutes of the schedule
 - Yellow- 2-5 minutes ahead or behind schedule
 - Red- 5 or more minutes ahead or behind schedule
 - Ridership Reporting
 - All Ridership By Vehicle
 - Average Ridership
 - RAW APC Audit Report
 - Raw Ridership
 - Ridership Counts - Daily
 - Ridership Counts - Hourly
 - Ridership Counts by Date and Hour with Summary
 - Ridership Counts by Location
 - Ridership Summary Report
 - Ridership Summary Report With 2 Groupings
 - Ridership Summary Report With 3 Groupings
 - Ridership Summary Report With 3 Groupings and Detail Group
 - Ridership Summary Report With 4 Groupings
 - Ridership with Occupancy
 - Weekly Summary
 - Dedicated Client Support
 - Add/Remove Drivers
 - Adjust/Customize Counting Criteria

Training

- Virtual Training
- Emailed manuals and user guides

Cell Booster Hardware (5 units)

- 4G Signal Booster
 - Standalone signal booster for improving major 4G network connectivity

EXHIBIT C: INSURANCE INFORMATION

1 General:

(a) Contractor, at its sole cost and expense, for the full Term of this Contract (and any Renewals thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects City and Arizona Department of Transportation (ADOT) and any insurance or self-insurance maintained by City and ADOT shall be excess of Contractor's insurance coverage and shall not contribute to it.

(b) The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. All insurance required shall be provided by an insurance company admitted doing business in Arizona and holding a current A.M. Best rating A- VII or higher, unless Contractor obtains prior written approval of City and ADOT.

(c) City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work and Services under this Contract by the Contractor, its agents, representatives, employees, or subcontractors.

2 Types of Insurance and Minimum Limits:

Contractor shall obtain and maintain during the term of this Contract:

(a) Worker's Compensation and Employer's Liability Insurance in compliance with the statutory benefits allowed by the laws of the State of Arizona with limits of not less than one million dollars (\$1,000,000) per occurrence. This policy shall contain a waiver of subrogation against the City and ADOT.

(b) Contractor's vehicles used in the performance of this Contract, including City owned, Contractor non-owned, leased, or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence. This policy shall be endorsed to include language naming City and ADOT as an additional insured.

(c) Contractor shall obtain and maintain Commercial General Liability Insurance coverage, on an occurrence basis, in the minimum amount of one million dollars (\$1,000,000) in combined single limit coverage per occurrence for bodily injury and property damage. This insurance shall include contractual liability coverage. This policy shall be endorsed to include language naming City and ADOT as an additional insured.

3 Other Insurance Provisions:

(a) Any self-insured retention (SIR) amounts on any of the above insurance coverages shall be disclosed and approved by City prior to award of the Contract. It is at the sole approval of City to accept SIR. The Contractor shall be responsible for payment of any SIR on the Contractor's policies without right of contribution from City. If, for whatever reason, Contractor is unable or unwilling to pay its SIR to obtain the necessary liability coverages required above, City

shall have the option, to the fullest extent permitted by law, of paying the SIR on behalf of Contractor from any source, so as to maintain the liability coverages including Additional Insured protection.

(b) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsements as a part of each policy:

1. "City, its officers, employees and agents are hereby added as additional insured's as respects the operations of the named insured." City, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by Contractor, even if those limits of liability are in excess of those required by the Contract. The Commercial General Liability additional insured endorsement will be at least as broad as the current version of Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10.

2. The State of Arizona, ADOT/MVD to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City involving automobiles owned, leased, hired or borrowed by the City.

(c) The Workers' Compensation insurance required in 2. (a), above in this Exhibit D, shall be endorsed to waive any rights of subrogation against City, its officers, employees, and agents and the State of Arizona.

(d) All insurance required herein shall not be canceled until thirty (30) days after City and ADOT shall have been given written notice of such cancellation.

(e) Contractor shall notify City in writing at least thirty (30) days in advance of any reduction in coverage in any insurance policy required under this Contract.

(f) Contractor agrees to provide City at or before twenty (20) days of the Effective Date of this Contract with a certificate of insurance of the coverage required. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor and continue without interruption during provision of Services including any time during which the covered property is being transported.

(g) If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, the same shall be deemed a material breach of Contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and with further notice to Contractor, City may deduct the cost therefore from Contractor's invoices charges.

(h) Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

(i) Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

EXHIBIT D: MODIFICATION TO RFP

The Contract is based on the RFP NO. PT-21-2 and Proposal which are hereby incorporated by reference into the Contract as if written out and included herein. In addition to the requirements specifically set forth in Exhibit B, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the RFP and Proposal unless modified herein.

The following terms of the RFP NO. PT-21-2 per some of the exceptions provided by Contractor are modified—deletions in strikethrough; additions in red; except as expressly modified by this Exhibit E, all other terms of the RFP NO. PT 21-2 shall remain in full force and effect—only as follows:

RFP Section 4.7.5 City requires full access to, and ~~ultimate ownership of all~~ data associated with the software solutions described herein.

RFP Section 5.5.22 ~~Proposal prices shall include allowance for all applicable taxes, if any.~~
Proposal prices do not include applicable taxes. Such taxes shall be invoiced as a separate line item.

RFP Section 6.2 Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with this CONTRACT and shall protect and save harmless CITY from any and all damages or claims **brought by a third party** that may arise because of inconvenience, delays, **gross negligence** or loss experienced by CONTRACTOR because of the presence and operations **intentional misconduct** of other CONTRACTORS working within the limits of the same project.

RFP Section 6.7 PROMPT PAYMENT TO SUBCONTRACTORS: The CONTRACTOR agrees to pay each SUBCONTRACTOR under **the terms of the Agreement with the Subcontractor.** ~~this prime CONTRACT for satisfactory performance of its CONTRACT no later than thirty (30) days from receipt of each payment made by CITY to the CONTRACTOR. Any delay or postponement of payment from the above referenced time frame may occur only for good cause and with prior written approval from CITY.~~

RFP Section 6.8 INSURANCE REQUIREMENTS. Within ~~ten~~**twenty (20)** consecutive calendar days of award of CONTRACT, Successful CONTRACTOR shall furnish CITY with the Certificates of Insurance proving coverage as specified in SECTION 9 and naming CITY, its officers, agents, and ADOT.

RFP Section 7.1 While the CONTRACT is in force, CONTRACTOR shall agree to adhere to the **applicable** following Federal regulations, clauses, and requirements as they apply to the provision of services specified within the CONTRACT.

RFP Section 7.1.23:

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default **upon providing thirty (30) days prior written notice.**

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default **upon providing thirty (30) days prior written notice.**

Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default **upon providing thirty (30) days prior written notice.** The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

RFP Section 8.4 CANCELLATION OF THE CONTRACT. Without cause, CITY may cancel this CONTRACT at any time **by providing 60 days' written notice** to the CONTRACTOR. With cause, CITY may cancel this CONTRACT at any time with thirty (30) days written notice to the CONTRACTOR **and the opportunity to cure or show progress to curing the breach within thirty (30) days' written notice of cancellation.**

RFP Section 8.9 This CONTRACT, **mutually agreed by both parties,** embodies the entire CONTRACT between CITY and the CONTRACTOR.

RFP Section 8.18.1 CITY may terminate this CONTRACT, in whole or in part, at any time by **providing 60 days' written notice** to the CONTRACTOR when it is in CITY's best interest.



**CITY COUNCIL
AGENDA BILL**

**AB 2907
December 13, 2022
Consent Items**

Agenda Item: 3e

Proposed Action & Subject: Approval of a Resolution appointing the City of Sedona Finance Director as Chief Financial Officer of the City for the purpose of submitting the annual expenditure limitation report to the Arizona Auditor General’s Office.

Department	City Attorney
Time to Present	N/A
Total Time for Item	
Other Council Meetings	June 28, 2022
Exhibits	A. Resolution

City Attorney Approval	Reviewed 12/06/22 KWC	Expenditure Required	\$ 0
City Manager’s Recommendation	Approve a resolution appointing Cherie White as Chief Financial Officer of the City for the purpose of submitting the annual expenditure limitation report to the Arizona Auditor General’s Office.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The Arizona Auditor General’s Office requires that cities appoint a Chief Financial Officer by name for the purpose of submitting the annual expenditure limitation report. Approval of this Resolution will appoint the City of Sedona Finance Director as Chief Financial Officer of the City for this purpose. A form must be submitted annually with the name and contact information for the City’s Finance Director and updated with any changes.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution 2022-___, appointing the City of Sedona Finance Director as Chief Financial Officer of the City for the purpose of submitting the annual expenditure limitation report to the Arizona Auditor General’s Office.

RESOLUTION NO. 2022-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, DESIGNATING 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.

WHEREAS, A.R.S. 41-1279.07(E) requires each county, city, town and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer of the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Sedona City Council believes that appointment of the City of Sedona Finance Director is the most prudent choice for this appointment; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR;

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

1. The recitals above are hereby incorporated as if fully set forth herein.
2. Cherie White is hereby designated as the City of Sedona's Chief Fiscal Officer for purposes of submitting the fiscal year 2022-2023 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 13th day of December, 2022.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2888
December 13, 2022
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Public hearing/discussion/possible action regarding a request for Preliminary Plat approval to subdivide approximately 6.5 acres into a 11-unit single family subdivision at 165 Golden Eagle Drive. The property is zoned Single Family Residential (RS-18) and is located south of W State Route 89A, south of Golden Eagle Drive and east of Carol Canyon Dr. APN: 408-10-060B, -060C. Case Numbers: PZ20-00007 (SUB) Applicant: SEC, Inc.

Department Community Development

Time to Present 10 minutes
Total Time for Item

Other Council Meetings N/A

Exhibits

- A. Planning and Zoning Commission Staff Report, October 18, 2022
- B. Conditions of Approval, as recommended by Planning and Zoning Commission
- C. Preliminary Plat

City Attorney Approval	Reviewed 12/06/22 KWC	Expenditure Required	\$ N/A
City Manager's Recommendation	Approved the proposed preliminary plat.	Amount Budgeted	\$ N/A
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

The applicant is requesting Preliminary Plat Approval to allow for an eleven (11) unit subdivision at 165 Golden Eagle Drive. The Planning and Zoning Commission recommended approval of the Preliminary Plat (4-1, Commissioner Braam opposed, Commissioners Gajewski and Wiehl excused) on October 18, 2022.

Background:

The following is a summary of the proposal. For more specific information about the proposal and staff's analysis, please review the Planning and Zoning Commission's October 18, 2022 Staff Report provided in Exhibit A. Also included as exhibits are the recommended Conditions of Approval (Exhibit B) and the proposed Preliminary Play (Exhibit C). The complete packet

provided to the Commission for this meeting (including project plans and public comments), the agenda, and the meeting minutes, are available at the following link:

<https://www.sedonaaz.gov/i-want-to/find/documents/-folder-5467>

Additional project documents, engineering reports, and previous submittals can be accessed through the project page on the City's website at the following link:

<https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/the-refuge-at-sedona>

Project Summary:

The property is in west Sedona, south of State Route 89A at the southern terminus of Golden Eagle Drive, which connects to SR 89A via Thunderbird Drive (Sedona Oil and Lube, Greer's Mortuary). It is approximately 6.46 acres in size, for a proposed density of approximately 1.7 units per acre.

The following is a timeline of the proposed Preliminary Plat project to this point:

- October 2020: Applicant submitted for Conceptual Plat Review
 - This submittal proposed a cluster subdivision
- January 5, 2021: Planning & Zoning Commission Public Meeting, Conceptual Review
- March 2021: Applicant submitted for Preliminary Plat Review
 - A cluster subdivision, in line with the conceptual plat, was proposed.
- July 2021: Applicant resubmitted Preliminary Plat application
 - The applicant opted to change from a cluster subdivision to a traditional subdivision in response to public input.
- January 2022: Applicant resubmitted Preliminary Plat application
- July 2022: Applicant resubmitted Preliminary Plat documents
- October 18, 2022: Planning & Zoning Commission Public Hearing, Preliminary Plat
- December 13, 2022: City Council Public Hearing, Preliminary Plat
- Future Dates TBD: If the preliminary plat is approved, this project will require approval by the City Council for the Final Plat. That meeting date has not been determined.

The project site is designated as Single-Family Low Density (0.5 to 2 units per acre) on the Future Land Use Map and is zoned Single-Family Residential (RS-18). Because the zoning is consistent with the Community Plan's land use designation, no Community Plan Amendment or zone change is needed for the proposed subdivision. The property is not within a Community Focus Area (CFA) or any other special planning areas designated by the City.

The RS-18 zoning district ([LDC Section 2.4.A](#)) contains the property development standards that are used in the review of the proposed subdivision. These standards include the following:

- Minimum lot area: 18,000 square feet
- Minimum lot width: 100 feet
- Density: Maximum of 2 units per 1 acre

In addition, the property development standards include lot coverage, setbacks, building heights, etc., that will guide the development of the proposed lots. Future buildings will be subject to the standards in place at the time of building permit submittal.

Evaluation of Proposal

In considering an application for a Subdivision/Preliminary Plat, the review process is guided by [LDC Article 7 \(Subdivision\)](#) and [LDC Section 8.5 \(Subdivision Procedures\)](#).

Staff's evaluation of the project in relation to this review and approval criteria is detailed in the Staff Report provided to the Planning and Zoning Commission.

As part of the preliminary plat application, the applicant has requested the following exceptions from the Land Development Code requirements:

- [LDC Section 7.3.C\(4\)b \(Access\)](#)
 - The LDC requires two access points “unless it can be shown to the satisfaction of the City Engineer that legal, topographical, and/or engineering constraints preclude such access.”
 - There is no option for a second access point to another public right-of-way. A second access point would go through another private property or Forest Service property.
 - A second access is not legally feasible.
 - The City Engineer/Public Works Department is supportive of the single-access subdivision.
- [LDC Section 7.3.F\(4\) \(Street Design Standards\)](#)
 - The LDC requires roads meet the standards of the Design Review, Engineering, and Administrative Manual (Manual). The Manual states the minimum road width is 28 feet (18-foot road with 5-foot shoulders).
 - The entrance to the site is 24.3' wide for the first approximately 150 feet of the property from Golden Eagle Drive.
 - The proposal is for an 18-foot road with 3.15-foot shoulders. The road surface meets the required width, the shoulders do not.
 - The road is proposed as a private, gated road. The requirement for a 50-foot right-of-way only applies to new public roads.
 - While not directly to this subdivision, when a flag lot is proposed, the LDC permits a minimum width of 24 feet when one utility (water or sewer) is being provided through the “flagpole” portion of the property. Only water is being provided through this area; sewer is being provided from the south.
 - The Plat does not include sidewalks for this stretch of roadway, as there is no additional width.
 - The anticipated traffic volume is low, and this section of the property/road is straight, so sight distances are not a concern.
 - The road, shoulders, and shared use path are provided at the minimum widths as soon as the property has sufficient width.
 - The Fire District has reviewed the plans and has not voiced any concerns with the layout. Their final review and potential approval will come when construction

documents are submitted. Fire District comments included information about WUI (Wildland-Urban Interface), ensuring the road and bridge over the wash can support a fire truck, having an adequate turnaround at the dead-end, fire hydrant placement, sprinkler requirements for new buildings, installation of no parking signs to ensure fire lanes are kept clear, standards for water mains, requirements for gates, etc. Their comments did not mention of the road width at the entrance to the subdivision.

- The Manual allows the City Engineer to grant exceptions under special circumstances, when it's "necessary for the preservation and enjoyment of substantial property rights", and when granting the exception won't be materially detrimental to adjacent property owners, properties, the neighborhood, public welfare, etc.
- The City Engineer and Public Works Department Staff have reviewed the plans and have no concerns with the project moving forward as proposed. The applicant has demonstrated that the proposed configuration provides for adequate maneuverability. Public Works Staff will review the construction plans to ensure sight distances, visibility, and proposed signage meet City requirements.
- [LDC Section 7.3.F\(5\) \(Sidewalks\)](#)
 - The LDC requires 5' sidewalks on both sides of new roads.
 - The Preliminary Plat proposes a 10-foot-wide shared use path in lieu of two 5-foot sidewalks.
 - The total width of pedestrian walkways is the same as the code requirement.
 - Based on the slopes of the property, this is considered a Hillside Development Area (average slopes exceeding 15%). The Hillside Development Area section of the code (LDC Section 7.3.D(3)) allows for sidewalks to be replaced with trails or pathways.

After review and evaluation, staff believes that the request is consistent with all applicable sections as outlined in the staff report packet, subject to the recommended conditions of approval, and recommended approval of the Preliminary Plat.

Planning & Zoning Commission

LDC Section 8.5.A(3)f.1 states:

The Planning and Zoning Commission shall review the preliminary plat application and recommend approval, approval with conditions, or denial, based on the general approval criteria in [Section 8.3.E\(5\), Approval Criteria Applicable to all Applications](#).

The Planning and Zoning Commission held one public meeting to review the Conceptual Plat on January 5, 2021, and one public hearing to consider the Preliminary Plat on October 18, 2022. During the public hearing, the Commission discussed the proposed subdivision, including the following:

- Width of the roadway accessing the site and potential for a sidewalk in this area
- Fire District review and requirements
- Trail and pedestrian access and the potential to restrict on-street parking in the neighborhood

- Future construction of the houses in the subdivision, Homeowner’s Association, and potential for short-term rentals
- Potential landscaping, low-water usage and xeriscaping
- Timing and length of construction

Four (4) members of the public spoke at the hearing. Comments were focused on the impacts the proposed subdivision to the neighborhood and concern regarding the exceptions requested. The speakers’ full comments can be reviewed in the recording of the October 18, 2022 meeting (Available through the City’s website and at the link provided at the beginning of the Agenda Bill).

After review and evaluation, the Planning and Zoning Commission recommended that City Council approve the Preliminary Plat, in a 4-1 vote (Commissioner Braam opposed, Commissioners Gajewski and Wiehl excused). Commissioner Braam stated that his no vote was based on safety concerns at the entrance to the subdivision.

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

As a subdivision proposed to develop under the current zoning, the Climate Action Plan is not directly applicable to this project.

Board/Commission Recommendation: Applicable - Not Applicable

The Planning and Zoning Commission recommended that City Council approve the Preliminary Plat, in a 4-1 vote (Commissioner Braam opposed, Commissioners Gajewski and Wiehl excused). Commissioner Braam stated that his no vote was based on safety concerns at the entrance to the subdivision.

Alternative(s): Council may recommend denial.

MOTION

I move to: approve the proposed Preliminary Plat as set forth in case number PZ20-00007 (SUB), The Refuge at Sedona, based on compliance with all ordinance requirements of LDC Section 8.3 and 8.5 and satisfaction of the Subdivision findings and applicable Land Development Code requirements as outlined in the Planning and Zoning Commission staff report, which staff report is hereby adopted as the findings of the City Council, and the attached conditions of approval.

Alternative Motion for Denial

I move to: recommend denial of case number PZ20-00007 (SUB), The Refuge at Sedona, based on the following findings: (Please specify findings)

Staff Report
 PZ20-00007 (SUB)
 The Refuge Subdivision
 Summary Sheet



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

Meeting Date: October 18, 2022

Hearing Body: Planning and Zoning Commission

Project Summary: **11 unit single family house subdivision**

Action Requested: Recommendation of Approval of Preliminary Plat

Staff Recommendation: Recommendation of Approval, with conditions, of Preliminary Plat

Location: 165 Golden Eagle Drive

Parcel Number: 408-10-060B & C

Owner/Applicant: Simno Holdings LLC (Chris Tortorello)
 PO Box 4449; Sedona, AZ 86340

Authorized Agent: SEC, Inc. (Krishan Ginige)
 825 Cove Parkway; Cottonwood, AZ 86326

Site Size: ± 6.47 acres

Community Plan Designation: Single Family Low Density

Zoning: RS-18 (Single-Family Residential), maximum density: 2 units per acre

Current Land Use: Vacant

Surrounding Properties:

	<i>Area Zoning</i>	<i>Area Land Uses</i>
North:	RS-18	Residential
East:	RS-18	Residential, Thunderbird Hills South Unit 2 Subdivision
South:	CF, NF	City Wastewater Facility, National Forest
West:	RS-35	Residential, Settlers Rest and Keller Tract Subdivisions

Report Prepared By: Cari Meyer, Planning Manager

Attachments:

	Page
1. Aerial View & Vicinity Map	15
2. Application Materials ¹	
a. Application and Letter of Intent	17
b. Citizen Participation Report	31

¹ Due to file size constraints, the following are not included in the packet, but can be reviewed online at <https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/the-refuge-at-sedona>: Letter of Authorization, Letters of Serviceability, Warranty Deed, ALTA Survey, and Engineering Reports (Road and Grading Plans, Water Plans, Sewer Plans, Geotechnical Evaluation Report, Preliminary Drainage Evaluation, Water Distribution System Design Report, Sewer Collection System Design Report, and Traffic Analysis)

- c. Preliminary Plat 60
 - d. Supplemental Project Plans 69
- 3. Subdivision Checklist 72
- 4. Public Comments
 - a. Received during Preliminary Plat Review 75
 - b. Received during Conceptual Plat Review 88



SUBDIVISION AND PLATTING PROCESS

Platting procedures for new subdivisions are laid out in Land Development Code (LDC) Section 8.5 (Subdivision Procedures). The first step in the platting process is the Preliminary Plat (LDC Section 8.5.A). The purpose of the preliminary plat is to “provide a mechanism for the City to review an overall plan for a proposed subdivision to ensure compliance with this Code and the adequate provision of facilities and services in the City.” (LDC Section 8.5.A(1)). Submittal requirements and review procedures for the platting process are contained in LDC Section 8.5.A(3): Application Submittal and Review Procedure and Administrative Manual Sections 1.1: General Application Submittal Requirements and 1.3: Subdivision Requirements.

For subdivision of more than 10 units, prior to beginning the preliminary plat process, a conceptual plat is required (LDC Section 8.5.A(3)b.1). The conceptual plat review for this subdivision was submitted in 2020, with the Planning and Zoning Commission holding a Conceptual Review Public Hearing on January 5, 2021.

After the completion of conceptual review, the applicant submitted documents for Preliminary Plat review in March 2021. Since the initial submittal, the applicant has continued to work to address outstanding Staff and public comments, with resubmittals in July 2021, January 2022, and July 2022. The Preliminary Plat is now being brought to the Planning and Zoning Commission for consideration and a recommendation to City Council.

After the Planning and Zoning Commission makes a recommendation to Council, Staff will schedule a public hearing with City Council, at which time the Council will approve, approve with conditions, or deny the Preliminary Plat. If the Council approves the Preliminary Plat, the applicant will submit a revised preliminary plat (if necessary) for Staff review, followed by the Final Plat for City Council review. The Commission’s involvement in the platting/subdivision process ends after a recommendation on the Preliminary Plat has been forwarded to City Council.

PROJECT DESCRIPTION

The applicant is seeking approval of a Subdivision application to allow for an 11-unit single-family subdivision on approximately 6.46 acres (approximately 1.7 units per acre).

Subdivision of this site is permitted in accordance with the Land Development Code (LDC) requirements, including [Article 2 \(Zoning Districts\)](#), and [Article 7 \(Subdivision\)](#).

The proposal does not include review or approval of any new houses. If the plat is approved, review of single-family houses would occur through the City’s building permit review process.

BACKGROUND AND PROPERTY INFORMATION

Site Characteristics

- The project site is two parcels of approximately 6.46 acres total.
- The property is in Yavapai County.
- The property is vacant.
- The property is not part of a subdivision.

- There is one point of access to the site from Golden Eagle Drive. The access point is unimproved.
- There is a City designated floodplain through the southwest corner of the site.
- There is a social trail through the site from the access point at Golden Eagle Drive at the north to the National Forest land to the south (Homee Trail).
- The existing vegetation consists of a mixture of mature trees and shrubs.

Zoning and Community Plan Designations

The site is designated Single Family Low Density (0.5 to 2 units per acre) in the Community Plan, zoned RS-18 (Single Family Residential) and is currently vacant. City and County records do not show that the property has ever been developed. The purpose of the RS-18 zoning district is:

“...to accommodate and preserve lower-density to medium-density single-family residential uses with limited community and educational uses and incidental or accessory uses. This district can also serve as a transition between low- and medium-density residential to higher-density residential zoning districts.

[LDC Section 2.4.A](#)

The RS-18 zoning district (LDC Section 2.4.A) contains the property development standards that are used in the review of the proposed subdivision. These standards include the following:

- Minimum lot area: 18,000 square feet
- Minimum lot width: 100 feet
- Density: Maximum of 2 unit per 1 acre

In addition, the property development standards include lot coverage, setbacks, building heights, etc., that will guide the development of the proposed lots. Future buildings will be subject to the standards in place at the time of building permit submittal.

Current Proposal

The applicant first contacted City Staff in 2020 to discuss the proposed subdivision. The following is a timeline of the project to this point:

- October 2020: Applicant submitted for Conceptual Plat Review
 - This submittal proposed a cluster subdivision
- January 5, 2021: Planning and Zoning Commission Public Meeting, Conceptual Review
- March 2021: Applicant submitted for Preliminary Plat Review
 - A cluster subdivision, in line with the conceptual plat, was proposed.
- July 2021: Applicant resubmitted Preliminary Plat application
 - The applicant opted to change from a cluster subdivision to a traditional subdivision in response to public input.
- January 2022: Applicant resubmitted Preliminary Plat application
- July 2022: Applicant resubmitted final Preliminary Plat documents
- October 18, 2022: Planning and Zoning Commission Public Hearing, Preliminary Plat
- Future Dates TBD: This project will require a public hearing with the City Council for the Preliminary Plat and approval by the City Council for the Final Plat. Those meeting dates have not been determined.

PUBLIC INPUT

- The applicant completed a Citizen Participation Plan. A summary of their efforts is included in [Attachment 2.b](#).
- Project documents submitted by the applicant were placed on the [Projects and Proposals](#) page of the Community Development Department website.
- Property owners within 300 feet of the subject properties were notified of the Public Hearing.
- The property was posted with a Notice of Public Hearing and a notice was published in the Red Rock News on September 30, 2022.
- All notices contain contact information or a way to submit comments. Written comments received by Staff are included as [Attachment 4](#).
 - Many of the comments received during the Conceptual Plat review and early in the Preliminary Plat review were in regards to the proposed cluster subdivision. That concept is no longer being proposed and the current proposal is for a traditional subdivision.

REVIEWING AGENCY COMMENTS AND CONCERNS

The application materials were routed to all internal and external reviewing agencies for comments. Comments were received from the following agencies:

- City of Sedona Community Development
- City of Sedona Public Works
- Sedona Fire District
- Arizona Department of Transportation (ADOT)

All comments have been addressed by the applicant through resubmittal of the project documents, are included as recommended conditions of approval, or are requirements for future stages of the project (Final Plat, Building Permits).

DEVELOPMENT PROPOSAL

The applicant is proposing a new 11 lot single-family subdivision on approximately 6.46 acres. For the subdivision to be constructed, the following must be approved:

1. Subdivision (SUB) application for the subdivision layout (lots and streets)

A detailed description of the proposal was submitted by the applicant and is included in [Attachment 2.a](#). A summary is included below.

Phasing

- The subdivision streets and infrastructure are proposed to be developed in a single phase. Development of the proposed lots would occur through the City's single-family home review process, which is an administrative process, conducted by City staff, and does not require Planning and Zoning Commission review or public input.

Subdivision Layout

- The subdivision provides one access point at the north end of the subdivision.
- The proposed road is a 36-foot-wide private right-of-way that goes through the middle of the subdivision, with lots on each side of the road. The first approximately 150 feet of the street from Golden Eagle Drive is restricted to 24.3 feet in width due to property constraints.
- Separate properties (Tract A, B, C, and D) are proposed for the right-of-way and open space.

[Sedona Land Development Code \(LDC\)](#)

A comprehensive evaluation for compliance with all applicable sections of the Land Development Code was conducted and is outlined in [Attachment 3](#) (Subdivision Checklist).

[LDC Article 2: Zoning Districts](#)

- Lots range in size from 18,080 square feet to 31,424 square feet.
 - The minimum lot size in this zoning district is 18,000 square feet.
- The overall density of the subdivision is 1.7 units per acre.
 - The maximum density in this zoning district is 2 units per acre.
- All lots have a minimum width of 100 feet
- The proposal is in compliance with applicable standards for the RS-18 zoning district.
- Future construction will be reviewed for compliance with RS-18 setbacks, heights, and other development standards.

[LDC 7.3.C: Subdivision Standards, Lot Planning](#)

- The proposed subdivision meets the zoning requirements for maximum density, minimum lot size and width, and lot layout.
- The City's Engineering Staff has reviewed the conceptual grading and drainage plans and will review the final plans for compliance with applicable requirements.
- A City-designated floodway and floodplain impacts lots 6, 10, and 11. Compliance with floodplain requirement will be reviewed when building permit applications are submitted for the properties.
 - The floodway most significantly impacts Lot 11, which, at 31,424 square feet is the largest lot in the subdivision, allowing for space to accommodate both the floodplain and a building envelope.
- LDC Section 7.3.C(4)b requires that subdivisions provide two access points "unless it can be shown to the satisfaction of the City Engineer that legal, topographical, and/or engineering constraints preclude such access." The proposal is for a single access subdivision.
 - There are no other rights-of-way adjacent to the parcel, all surrounding properties to the north, west, and east, are privately owned and access through them is not feasible. To the south is a forest service land and a City-owned parcel with a wastewater lift station that is accessed by a private easement across a separate parcel. Access through one of these parcels would not connect to another right-of-way.
 - A second access point is not legally feasible, and staff is supportive of the single access point for this subdivision.

[LDC 7.3.D: Subdivision Standards, Sensitive Lands](#)

- The property is impacted by a floodway in the southwest corner of the site as well as steep topography.
- The applicant explored doing a cluster subdivision for this property, but that configuration was not supported by the neighbors and the applicant opted to propose a traditional subdivision.
- The floodway most significantly impacts Lot 11, which is the largest lot in the subdivision, allowing for space to accommodate both the floodplain and a building envelope.
- The applicant has proposed a 10-foot-wide trail rather than sidewalks on either side of the road, as allowed for in this code section.

[LDC 7.3.E: Subdivision Standards, Block Layout](#)

- This section is not applicable to this application.

[LDC 7.3.F: Subdivision Standards, Street Design](#)

- The GO! Sedona Plan includes a trail connection through this property, which is included as part of the plat.
- The streets have been designed to meet the minimum requirements, with the exception of the first 150 feet of the proposed street.
 - This section of road is limited in width due to the limited width of the access to the lot. The applicant has requested an exception for this section of the road. The property is 24.3' wide and the adjacent neighbors have denied granting an easement to widen the road. This section of road is straight, so no visibility issues are anticipated, and the road widens to the minimum width once there is sufficient property owned by the applicant.
 - The applicant is requesting that the sidewalk requirement be waived for the first 150' of Refuge Way, as the property is not wide enough to accommodate a sidewalk along with the street. As the section of the street without a sidewalk is limited in length and is straight, with no curves/blind spots, Staff is supportive of this request.
 - The applicant is requesting that a 10' wide shared use path on one side of the street be permitted in lieu of 5-foot sidewalks on both sides of the street. This request is also supported by the Hillside Development Area allowance (LDC Section 7.3.D(3)), which allows sidewalks to be replaced by trails or pathways.
 - Staff is supportive of these requests.

[LDC 7.3.G: Subdivision Standards, Street Naming and Traffic Control Signs](#)

- The applicant has proposed "Refuge Way" as the name of the new street. Final approval of street names will be done by the Public Works Department.

[LDC 7.3.H: Subdivision Standards, Easement Planning](#)

- The road is within its own tract, not an easement, and has sufficient width for all associated improvements.
- The plat provides for public pedestrian access to the adjacent National Forest Land.
- All other required easements have been provided.

[LDC 7.3.I: Subdivision Standards, Reservation of Land for Public Use](#)

- The plat shows a conceptual location of the pedestrian easement to the Forest Service land. No other land is proposed to be reserved for public use.

[LDC 7.3.J: Subdivision Standards, Alternatives to Subdivision Standards](#)

- While the applicant originally considered a cluster subdivision, the neighbors objected, and a traditional subdivision is being proposed.

REVIEW, COMMENTARY, AND ANALYSIS

The following is requested from the Planning and Zoning Commission at this time:

- **SUBDIVISION:** Review of Preliminary Plat, recommendation to City Council

Discussion***Land Development Code Findings: All Development Applications***

All development applications are reviewed under [LDC Article 8 \(Administration and Procedures\)](#).

[LDC Section 8.3](#) contains procedures and rules applicable to all development applications while the following sections contain procedures and rules that apply to specific development applications. [LDC Section 8.3.E\(5\)](#) contains the approval criteria applicable to all development, subdivision, and rezoning applications. These criteria are as follows:

B. Generally

1. Unless otherwise specified in this Code, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below.
2. The application may also be subject to additional review criteria specific to the type of application, as set forth in section 8.4 through 8.8.
3. If there is a conflict between the general review criteria in this section and the specific review criteria in section 8.4 through 8.8, the applicable review criteria in sections 8.4 through 8.8 control.

C. Prior Approvals

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

***Staff Evaluation:** There are no previous approval that the current proposal would need to be consistent with.*

D. Consistency with Sedona Community Plan and Other Applicable Plans

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

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

***Staff Evaluation:** The proposal is consistent with the Single-Family Low Density (0.5-2 units per acre) designation in the Community Plan and is generally consistent with other policies in the Community Plan. The proposal is not in conflict with any policies in the Community Plan.*

E. Compliance with This Code and Other Applicable Regulations

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

***Staff Evaluation:** Based on Staff's initial evaluation, the proposed subdivision complies with all applicable Land Development Code Requirements, with the following exceptions requested:*

- *LDC Section 7.3.C(4)b: Only one access point for the subdivision is proposed. As outlined above and in the Subdivision Checklist, a second access point is infeasible due to legal*

constraints (all surrounding properties are privately owned or Forest Service land and there are no potential connection points to other rights-of-way).

- *LDC Section 7.3.F(4): The applicant is requesting an exception to the street width requirements for the first 150 feet of the proposed Refuge Way due to the limited width of the lot in this area. No visibility issues are anticipated, and the road widens to the standard minimum width once the property is wide enough to accommodate it.*
- *LDC Section 7.3.F(4): The applicant is requesting to construct a 10-foot-wide shared use path on one side of the street rather than 5-foot sidewalks on both sides of the street. This request is supported by the Hillside Development Area allowance (LDC Section 7.3.D(3)).*

As outlined in the Development Proposal section of this Staff Report and the Subdivision Checklist, Staff is supportive of these requested modifications.

F. Minimizes Impacts on Adjoining Property Owners

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

Staff Evaluation: *The applicant has submitted a Citizen Participation Report (included with [Attachment 2.b](#)). All public comments received are included as [Attachment 4](#).*

The applicant originally proposed a cluster concept for this subdivision. Based on the feedback from the neighboring property owners, the applicant abandoned that concept and is instead proposing a traditional subdivision.

G. Consistent with Intergovernmental Agreements

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

Staff Evaluation: *There are no intergovernmental agreement applicable to this application.*

H. Minimizes Adverse Environmental Impacts

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

Staff Evaluation: *The floodway in the southwest corner of the site has been taken into consideration when designing the plat and the lot most impacted (Lot 11) is oversized to account for the area within the floodway.*

I. Minimizes Adverse Fiscal Impacts

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

Staff Evaluation: *The applicant has paid all applicable fees associated with this application and will pay all fees associated with permits required for the proposed work. No adverse fiscal impacts to the City are anticipated because of this application.*

J. Compliance with Utility, Service, and Improvement Standards

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

Staff Evaluation: *All applicable review and utility agencies have reviewed the proposal. On initial evaluation, the proposal appears to be consistent with the requirements of each agency. As applicable, a final review will be conducted during the permit review process.*

K. Provides Adequate Road Systems

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

Staff Evaluation: *The proposal will construct a new road and connect to existing road systems. The applicant submitted a Traffic Analysis which concluded that the new subdivision would not generate enough traffic to need a fully traffic impact study and traffic from the new subdivision will have a less than significant effect on the capacity of any critical intersections. No additional studies or changes to existing road systems are required. The Public Works Department, Police Department, and Fire District have reviewed the proposed subdivision layout and have not brought up any concerns.*

L. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

Staff Evaluation: *All applicable agencies have reviewed the proposal and have determined that adequate public services exist for the proposed use. The property owner will be required to build the infrastructure required to service the 11 new single-family lots. As part of the development of the project, a new shared use path will be constructed along the new road.*

M. Rational Phasing Plan

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

Staff Evaluation: *The project is proposed to be developed in a single phase.*

Land Development Code Findings: Subdivision Procedures (Preliminary Plat)

[LDC Section 8.5.A](#) contains the procedures and rules for Preliminary Plat applications. This section does not have any additional approval criteria.



As recommended by Planning and Zoning Commission, October 18, 2022

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the Preliminary Plat signed and dated July 8, 2022, grading and drainage plans, letter of intent dated July 11, 2022, and all other supporting documents, as reviewed, modified and approved by the Planning and Zoning Commission and City Council.
2. Preliminary Plat approval shall expire 24 months from the date approved by the City Council, subject to the following:
 - i) It shall be the responsibility of the applicant to monitor elapsed time. (LDC Section 8.5.A(3)h.3)
3. Prior to City Council consideration of the Final Plat, the applicant shall satisfy the following conditions:
 - i) The Final Plat shall meet all requirements of Land Development Code (LDC) and the Design Review, Engineering, and Administrative Manual (Manual).
 - ii) The Final Plat shall show a precise location and width for the pedestrian access, connecting Golden Eagle Drive to the Coconino National Forest Boundary, and appropriate dedication language.
 - iii) Sewer line easements for all existing and new sewer lines shall be shown on the Final Plat.
 - iv) Drainage easements shall be provided to the satisfaction of the City Engineer and shall meet the minimum dimensions of the LDC and Manual.
 - (1) Provide a Level II drainage easement across the whole width of Carrol Canyon Wash floodway.
 - v) Provide the appropriate dedication language on the Plat. The dedication language shall be capitalized.
 - vi) Street, curb, and gutter design shall be in compliance with the requirements of the LDC.
 - vii) The Final Plat shall designate the location of any proposed subdivision sign and/or cluster mailbox, if proposed.
 - viii) The applicant shall submit a Final Grading and Drainage Report for review and approval by the City Engineer.
 - ix) Provide a Sewer Design Report.
 - x) All requirements from the Sedona Fire District shall be met.
4. Prior to recording the Final Plat, the following shall be filed with the City Clerk (LDC Section 8.5.B(3)d.2):
 - i) A Certificate of Approval of improvement plans signed by the City Engineer;
 - ii) A copy of the executed agreement between the City and the applicant;
 - iii) The letter of agreement with serving utilities; and
 - iv) Financial assurance, cash, or letter of credit in an amount specified by the City Engineer and in a form acceptable to the City Attorney pursuant to LDC Section 8.5.B(3)d.3.
5. Prior to issuance of a grading or building permit, the following documents and details shall be provided to the City for review and approval:

- i) Improvement plans and sewer plans shall meet all requirements of the Public Works Department and the Wastewater Department.
 - ii) For projects involving grading of more than 5,000 cubic yards, a haul plan, a dust control plan, a topsoil reutilization plan, a stormwater pollution prevention plan, and a traffic control plan shall be required. Each must be acceptable to and approved by the City Engineer. (Manual 3.1.H(6)i).
 - iii) Applicant shall provide a Neighbor Contact and Response Plan. The plan shall define site signage, which shall include a hotline number.
 - iv) Provide utility construction details on plans.
 - v) Provide cut and fill earthwork quantities (in cu. yds.) for the project. If applicable, the applicant shall provide bond assurance, which meets the requirements of the City of Sedona, Land Development Code requirements, prior to issuance of a building permit.
 - vi) A copy of the ADEQ "Approval to Construct" Water Facilities and Wastewater Facilities shall be provided prior to construction.
 - vii) Provide construction details for concrete structures (walls, curb, etc.). Designs shall be in accordance with the submitted Geotech Report.
 - viii) Provide a striping & signing plan for the subdivision.
 - ix) Manholes over 8' in depth (only SS MH3,5,6) shall have a cover of 30" for confined spaces safety. Please annotate the 30" ring & cover on the plans for these manholes. Please include in notes
 - x) For projects involving grading of more than 5,000 cubic yards, an assurance bond is required per Manual 3.1.G(1).
 - xi) Assurance bonds are required for all subdivision construction projects.
 - xii) Provide Final Grading and Drainage Plans. The Site Plan shall meet the requirements of Manual Chapter 3.1.
 - xiii) Provide the Final Drainage Report.
 - xiv) Applicant shall provide a Storm Water Pollution Prevention Plan. SWPPP measures shall be in place prior to the start of construction (DREAM 3.1). Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5).
 - xv) Determine the need for a 404 permit from the Army Corps of Engineers for work in watercourse areas prior to disturbance of those areas.
 - xvi) No dumping of excavated material is allowed within city limits without prior authorization from the City of Sedona Engineering Department (Manual Section 3.2.D(10)).
 - xvii) The site plan, grading plan and landscape plans shall be carefully coordinated and any discrepancies resolved to the satisfaction of the Director of Community Development.
6. Upon completion of the infrastructure for the project and prior to release of the required financial assurances, staff shall verify that all construction is in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission and the City Council, and the following conditions have been met:
- i) All on-site improvements shall substantially conform to the plans on which the grading permit was issued.

-
- ii) Applicant shall provide copies of all required testing to the Engineering Department.
 - iii) All new and existing utility lines shall be provided through underground installation.
 - iv) All requirements of the Sedona Fire District shall have been satisfied.
 - v) As-builts shall be provided to the City in digital and hard copy formats acceptable to the City Engineer.
 - vi) All areas of cut and fill shall be landscaped or dressed in such a manner as to reduce the potential for erosion.
 - vii) Applicant shall provide a letter, sealed by the engineer of record, verifying that the work, as done, is in substantial accordance with the approved plans.
7. Within thirty days of approval of the Preliminary Plat, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Preliminary Plat approval.

DECLARATION AND DEDICATION:
KNOW ALL MEN BY THESE PRESENTS:

That Simno Holdings, LLC an Arizona Company, has subdivided a portion of Section 14, Township 17 North, Range 5 East, Gila and Salt River Meridian, Yavapai County, Arizona, under the name of "The Refuge at Sedona", as platted hereon. This plat is made and recorded in furtherance of, and in accordance with, the Declarations of Covenants, Conditions, and Restrictions of "The Refuge at Sedona" (the "Declaration").

Simno Holdings, LLC hereby publishes this plat, consisting of six sheets; hereby declares that this plat sets forth the location and gives the dimensions and measurements of all lots, tracts, streets, and easements and that each lot, tract, and street shall be known by the number, letter or name given each respectively on this plat; and, hereby further declares that all of the streets as shown on this plat are private access roads dedicated to The Refuge Subdivision Homeowners Association for the use and enjoyment of the owners of the lots in The Refuge at Sedona, and include easements for emergency vehicle access, security purposes, solid waste collection, and utilities specifically limited by the following paragraph.

Utility easements under the streets and as shown on this plat are hereby created for the use by any and all necessary public utility companies needed to support this subdivision for the installation, operation, and maintenance of utilities for the benefit of owners of lots or other property interests in The Refuge at Sedona in accordance with the Declaration; provided, however, that no utilities shall be installed without the prior written consent of Simno Holdings, LLC, its successors or assigns or the Refuge Subdivision Homeowners Association as provided in the Declaration. If it becomes necessary for any utility easement, including the streets, in conjunction with the operation, repair, or maintenance of the utility service, such utility company or provider shall promptly, and at its expense, restore the affected property to a condition substantially similar to the condition that existed immediately prior to the activity resulting in the disturbance of the affected property.

The slope easements, drainage easements, and other easements, if any, shown on this plat, or created by subsequent instruments duly recorded, are reserved to Simno Holdings, LLC, its successors, and assigns (including the Refuge Subdivision Homeowners Association) for the purposes shown.

The tracts shown on this plat shall not be construed to be dedicated for the use of the general public but are declared and dedicated to The Refuge Subdivision Homeowners Association to be for the uses set forth below and as set forth in the Declaration:

Tract A: Private Access Road, utility and drainage easements

Tracts B, C, & D: Open Space

Lots 1-11 of The Refuge at Sedona are intended for residential use that conforms with the current zoning of rs-18 single family residence.

PRELIMINARY PLAT THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
R.5E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCELS 408-10-060B AND 408-10-060C
CITY OF SEDONA
±6.46 ACRES
APPLICATION NO. PZ20-00007 (SUB)

OWNER / DEVELOPER:

SIMNO HOLDINGS LLC
CHRIS TORTORELLO
P.O. BOX 4449
SEDONA, AZ 86340
(928) 300-7882

CIVIL ENGINEER / LAND SURVEYOR:

SEC, INC.
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
REGISTRATION NUMBERS: RLS 40829, P.E. 49109

ZONING:

CURRENT ZONING: RS-18

UTILITY PROVIDERS:

ELECTRICITY:	ARIZONA PUBLIC SERVICE
NATURAL GAS:	UNISOURCE ENERGY SERVICE
TELEPHONE:	CENTURY LINK
SOLID WASTE:	PATRIOT DISPOSAL
POLICE:	CITY OF SEDONA
EMERGENCY SERVICES:	CITY OF SEDONA
WATER:	ARIZONA WATER COMPANY
SEWER:	CITY OF SEDONA

PROJECT BENCHMARK:

CITY OF SEDONA BENCHMARK
NO. 13 PER BOOK 183 OF
LAND SURVEYS, PAGES
94-95, LYING N02°19'W
APPROXIMATELY 686'
FROM THE NORTHERN MOST
POINT OF THE SUBJECT SITE.

ELEVATION: 4370.37'
DATUM: NAVD88 (NGS
GEOID MODEL "GEOID03")

TOPOGRAPHY:

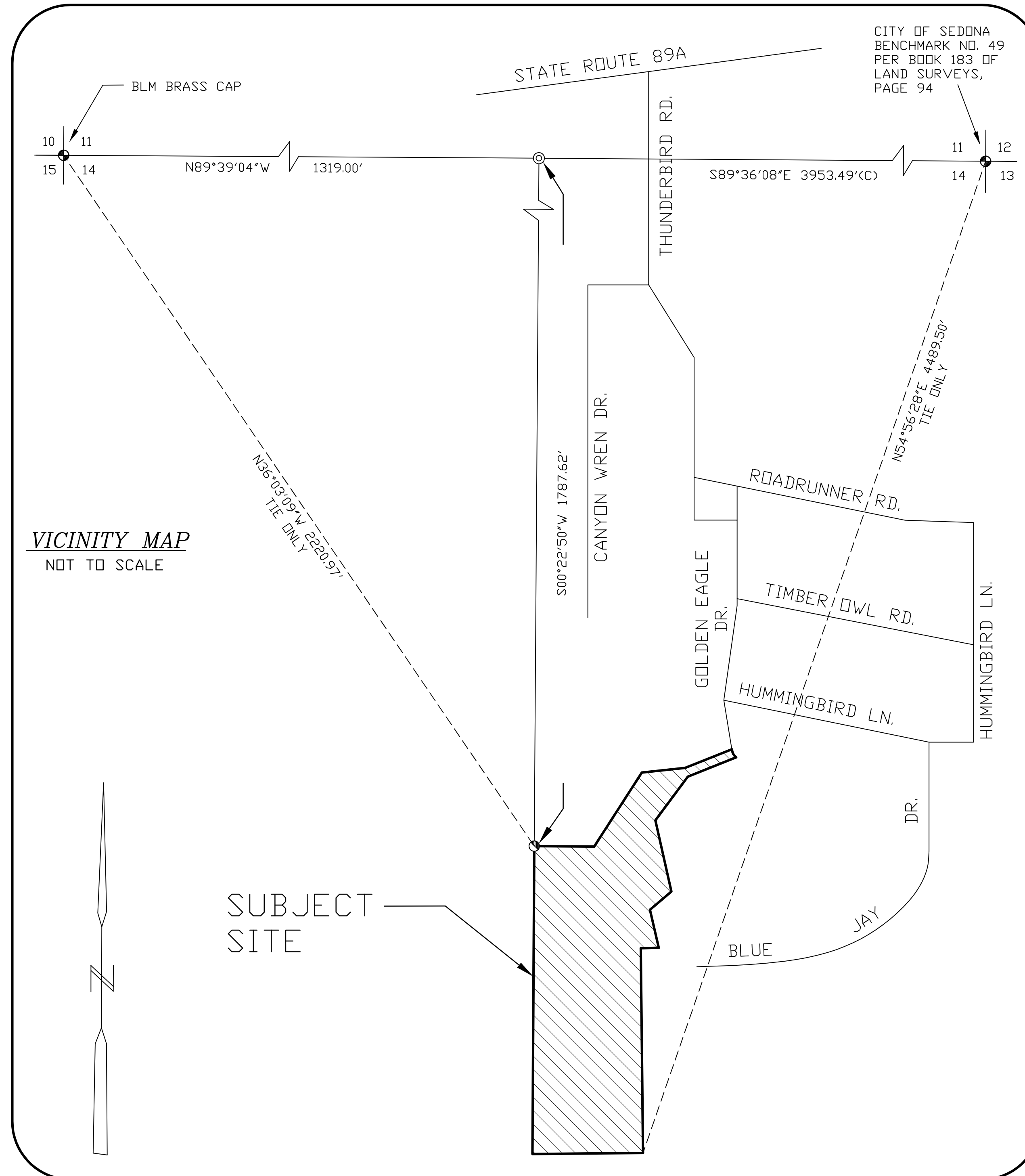
SOURCE: SEC, INC.
DATE: SEPTEMBER 2020
CONTOUR INTERVAL: 1'

FLOOD ZONE DESIGNATION:

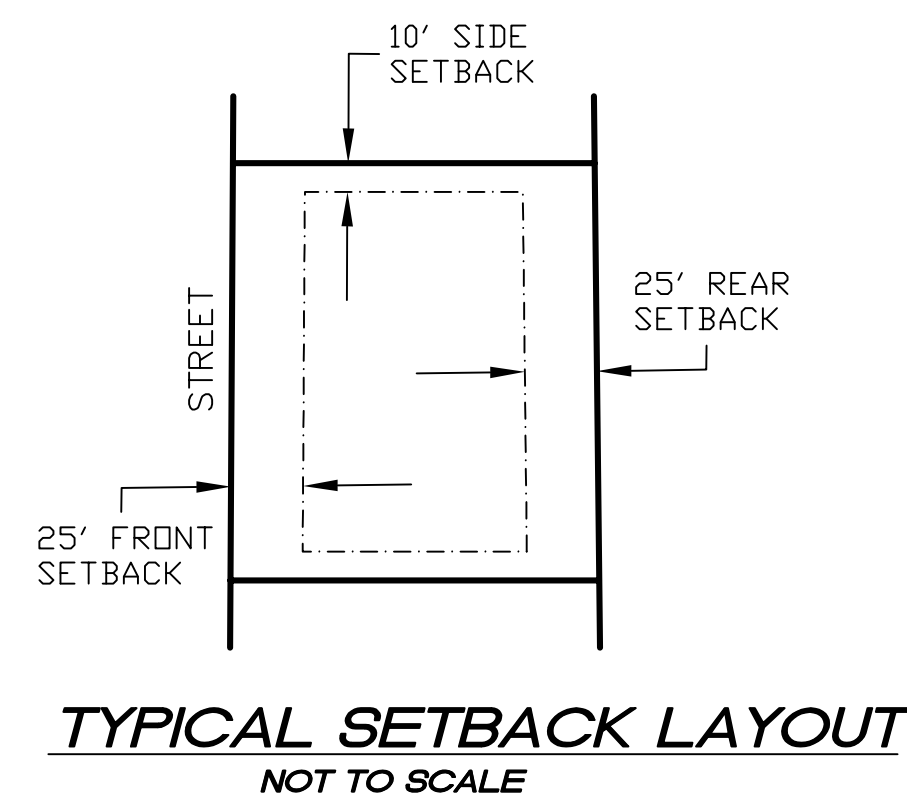
PER FIRM MAP NUMBER 04025C1435G, REVISED
SEPTEMBER 3, 2010, THE SUBJECT AREA LIES
WITHIN ZONE X (AREAS DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
THE SUBJECT SITE IS IMPACTED BY LOCAL
FLOODLINES AS DEPICTED HEREIN.

DRAINAGE NOTES:

- NO PERSON SHALL DO ANY WORK IN OR OVER ANY DRAINAGE WAY OR FLOODPLAIN, NOR SHALL ANY PERSON DO ANY GRADING, FILLING, EXCAVATING, CUTTING, OR OTHER SITE EARTHWORK, WITHOUT FIRST OBTAINING THE PROPER PERMIT AND/OR AUTHORIZATION PURSUANT TO THE CITY OF SEDONA ENGINEERING MANUAL.
- IN NO CASE SHALL ALTERATION OF ANY DRAINAGE WAY IDENTIFIED IN THE 1994 SCS FLOODPLAIN MANAGEMENT STUDY AS A PERMANENT OR INTERMITTENT WATERCOURSE BE PERMITTED, EXCEPT AS ALLOWED IN SECTION 5.3.B(2) OF THE CITY OF SEDONA ENGINEERING MANUAL (EXEMPTIONS).
- SUBMITTALS FOR DEVELOPMENT OF INDIVIDUAL RESIDENTIAL LOTS WITHIN FLOOD-PRONE AREAS SHALL COMPLY WITH THE CITY OF SEDONA ENGINEERING MANUAL AND WITH THE REQUIREMENTS OF THE ARIZONA DEPARTMENT OF WATER RESOURCES STATE STANDARD 6-05 AND ASSOCIATED ATTACHMENTS, AS THEY CURRENTLY EXIST OR MAY BE AMENDED IN THE FUTURE.



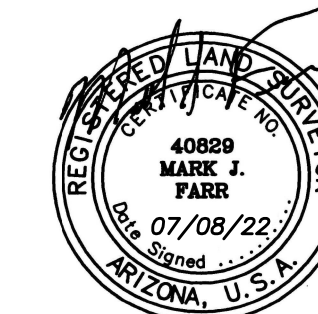
VICINITY MAP
NOT TO SCALE



TYPICAL SETBACK LAYOUT
NOT TO SCALE

CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND THE MEASUREMENTS AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



MARK J. FARR
R.L.S. #40829

THE REFUGE

PRELIMINARY PLAT
SECTION 14
T17N., R5E.

SEC
Inc.
825 COVE PARKWAY, SUITE A
COTTONWOOD, ARIZONA 86326
(928) 634-5889
www.sec-landmgt.com

DATE 07/08/22	DRAWN B.L.S.	SHEET 1 OF 6
SCALE NONE	CHECKED M.J.F.	20-0809E The Refuge Plat Preliminary.dwg

PRELIMINARY PLAT THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
R.5E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCELS 408-10-060B AND 408-10-060C
CITY OF SEDONA
±6.46 ACRES
APPLICATION NO. PZ20-00007 (SUB)

LEGEND

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 3/8" REBAR AND PLASTIC CAP STAMPED "LANDMARK LS 14184"
- INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "LANDMARK LS 14184"
- INDICATES FOUND 1/2" REBAR AND BRASS TAG STAMPED "LANDMARK LS 14184"
- INDICATES FOUND 3/4" IRON PIPE AND BRASS TAG STAMPED SEC INC RLS 40829'
- INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "LS 29263"
- INDICATES FOUND 1/2" REBAR AND BRASS TAG STAMPED SEC INC RLS 40829'
- INDICATES FOUND 1/2" REBAR AND OBLITERATED PLASTIC CAP
- INDICATES FOUND 1" IRON PIPE WITH NO CAP OR TAG
- INDICATES FOUND 5/8" REBAR AND CAP STAMPED "SEC INC LS 40829" UNLESS OTHERWISE NOTED
- INDICATES SET 5/8" REBAR AND CAP STAMPED "SEC INC LS 40829"
- ◎ INDICATES CALCULATED LOCATION, NOTHING FOUND OR SET
- (C) INDICATES CALCULATED DIMENSION
- (M) INDICATES MEASURED DIMENSIONS
- (CL.R.) INDICATES OFFICIAL RECORDS
- (R1) INDICATES RECORD DIMENSIONS PER BOOK 2752 OF OFFICIAL RECORDS, PAGES 582-585
- (R2) INDICATES RECORD DIMENSIONS PER BOOK 19 OF MAPS AND PLATS, PAGE 40
- (R3) INDICATES RECORD DIMENSIONS PER BOOK 2637 OF OFFICIAL RECORDS, PAGES 309-311
- (R4) INDICATES RECORD DIMENSIONS PER BOOK 4428 OF OFFICIAL RECORDS, PAGE 830
- (R5) INDICATES RECORD DIMENSIONS PER BOOK 4135 OF OFFICIAL RECORDS, PAGE 675
- (R6) INDICATES RECORD DIMENSIONS PER BOOK 3598 OF OFFICIAL RECORDS, PAGE 535
- (R7) INDICATES RECORD DIMENSIONS PER BOOK 14 OF MAPS AND PLATS, PAGE 6
- (R8) INDICATES RECORD DIMENSIONS PER BOOK 4125 OF OFFICIAL RECORDS, PAGE 118
- (R9) INTENTIONALLY OMITTED
- (R10) INDICATES RECORD DIMENSIONS PER BOOK 4840 OF OFFICIAL RECORDS, PAGE 545
- (R11) INDICATES RECORD DIMENSIONS PER BOOK 1534 OF OFFICIAL RECORDS, PAGES 540-541
- INDICATES FENCE AS NOTED
- Ⓢ INDICATES SEWER MANHOLE

CURVE DATA

①

(M)
Delta = 47°57'01"
Radius = 30.00'
Length = 25.11'
Chd. Brg. = S28°13'37"E
Chd. Dist. = 24.38'
Tangent = 13.34'

(R1)
Delta = 48°37'34"
Radius = 30.00'
Length = 25.46'
Chd. Brg. = S26°28'30"E

LINE DATA

A1
N12°50'31"W 104.26'(M)
N13°08'00"W 104.42'(R2,R11)
N12°47'14"W 104.26'(R1)

A2
N49°42'39"E 74.69'(M)
N49°21'16"E 74.69'(R1)
N48°54'00"E 74.81'(R2,R11)

A3
N68°12'36"E 139.21'(M)
N68°28'57"E 138.55'(R1)
N68°00'00"E 138.73'(R2,R11)

A4
S00°01'48"W 191.64'(M)
S00°01'05"W 191.42'(R10)

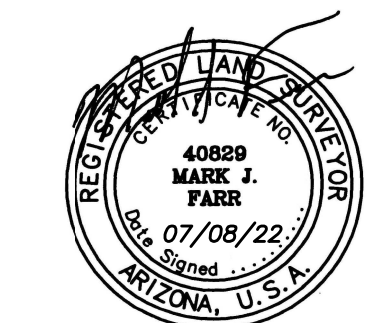
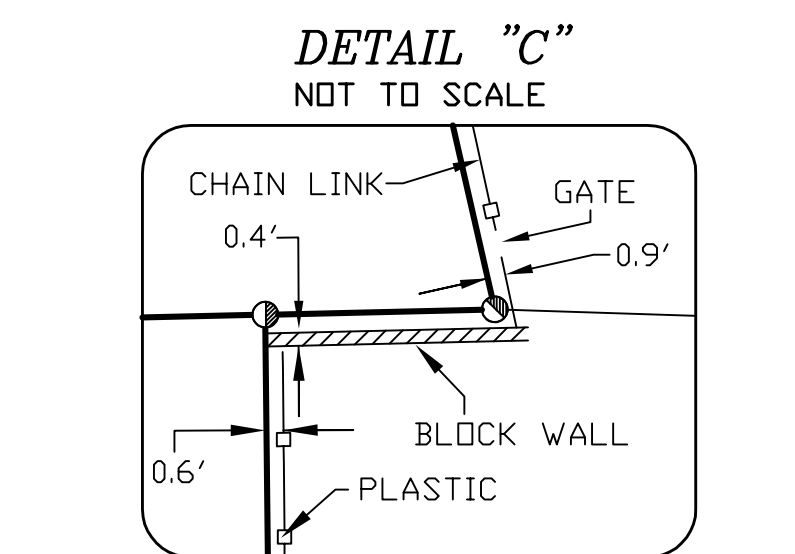
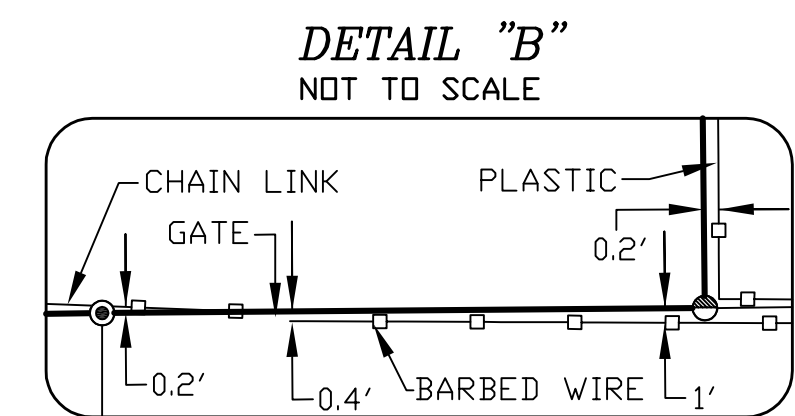
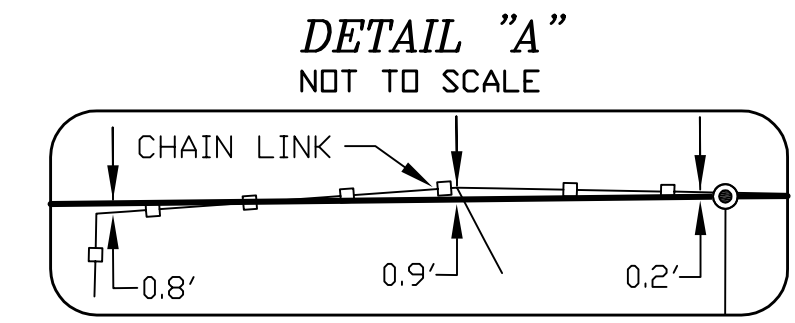
A5
S84°00'08"W 116.28'(M)
S84°01'56"W 116.25'(R1,R6)
S83°40'00"W 116.36'(R11)

A6
S32°48'17"W 63.54'(M)
S32°46'41"W 63.43'(R6)

A7
S68°15'35"W 134.25'(M)
S68°21'56"W 134.34'(R1,R6)
S68°00'00"W 134.50'(R11)

A8
S00°20'45"W 85.56'(M)
S00°20'27"W 85.85'(R10)

POINT "A" TO POINT "B"
S00°22'33"W 2066.73'(C)
S00°00'10"E 2067.76'(R11)



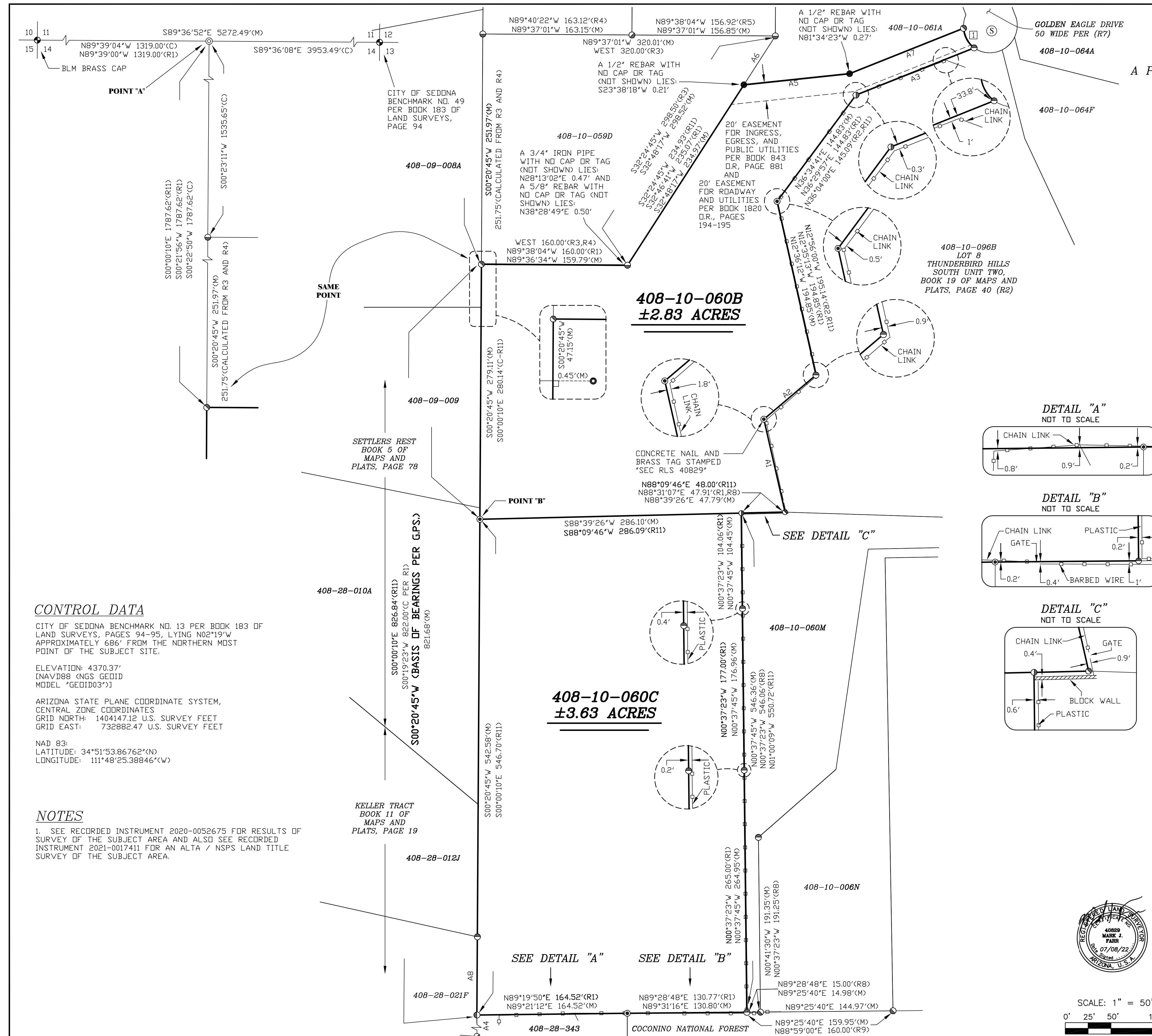
SCALE: 1" = 50'
0' 25' 50' 100'

THE REFUGE

PRELIMINARY PLAT
SECTION 14
T17N., R5E.

DATE 07/08/22	DRAWN B.L.S.	SHEET 2 OF 6
SCALE 1" = 50'	CHECKED M.J.F.	20-0809E The Refuge Preliminary.dwg

825 COVE PARKWAY, SUITE A
COTTONWOOD, ARIZONA 86326
(928) 634-5889
www.sec-landmgt.com



CONTROL DATA

CITY OF SEDONA BENCHMARK NO. 13 PER BOOK 183 OF LAND SURVEYS, PAGES 94-95, LYING N02°19'W APPROXIMATELY 686' FROM THE NORTHERN MOST POINT OF THE SUBJECT SITE.

ELEVATION: 4370.37'
[NAVD88 (NGS GEOID MODEL "GEOID03")]

ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE COORDINATES
GRID NORTH: 1404147.12 U.S. SURVEY FEET
GRID EAST: 732882.47 U.S. SURVEY FEET

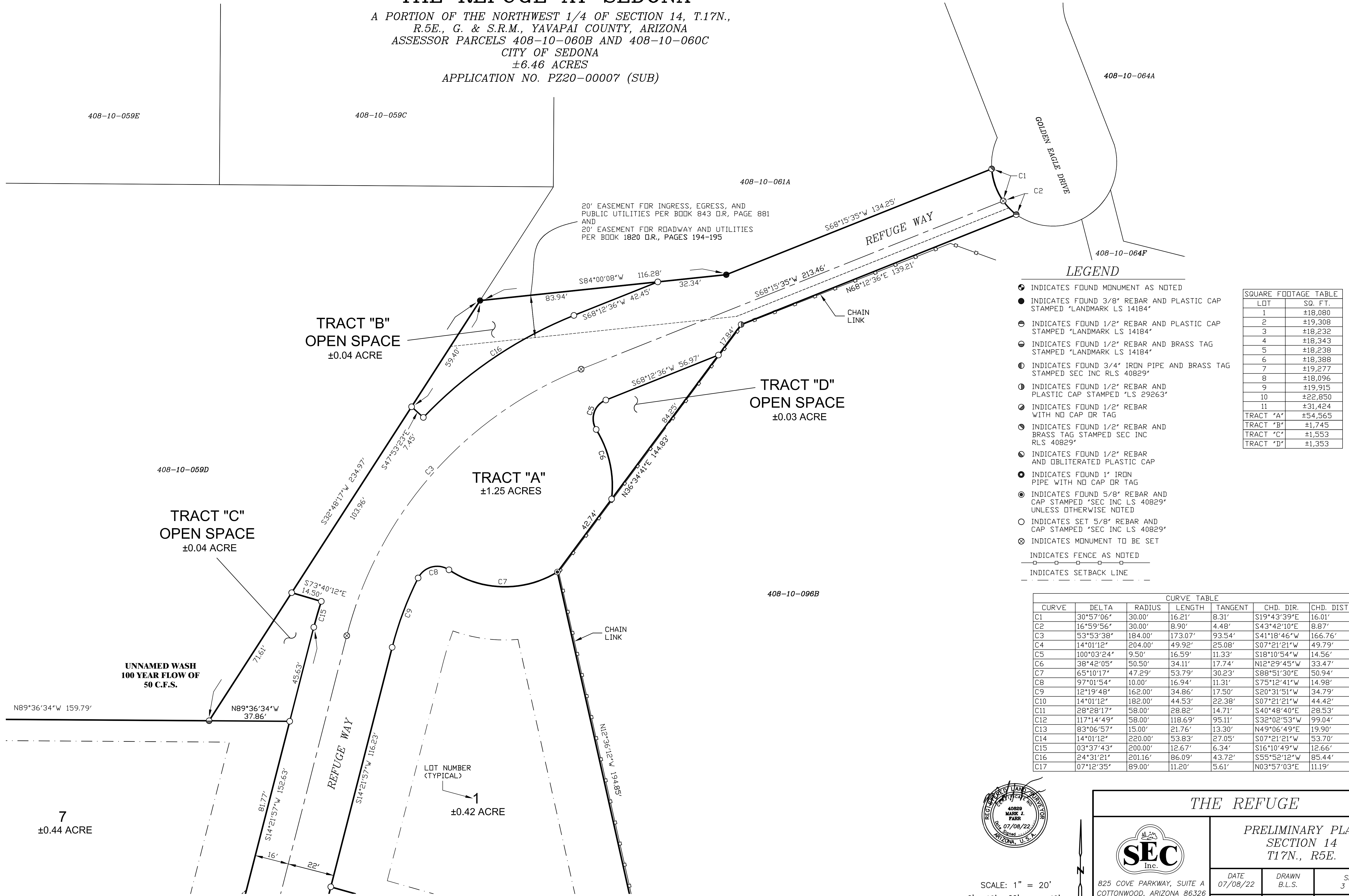
NAD 83:
LATITUDE: 34°51'53.86762"(N)
LONGITUDE: 111°48'25.38846"(W)

NOTES

1. SEE RECORDED INSTRUMENT 2020-0052675 FOR RESULTS OF SURVEY OF THE SUBJECT AREA AND ALSO SEE RECORDED INSTRUMENT 2021-0017411 FOR AN ALTA / NSPS LAND TITLE SURVEY OF THE SUBJECT AREA.

PRELIMINARY PLAT THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
R.5E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCELS 408-10-060B AND 408-10-060C
CITY OF SEDONA
±6.46 ACRES
APPLICATION NO. PZ20-00007 (SUB)



LEGEND

- ⊙ INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 3/8" REBAR AND PLASTIC CAP STAMPED "LANDMARK LS 14184"
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- ⊙ INDICATES MONUMENT TO BE SET
- INDICATES FENCE AS NOTED
- - - INDICATES SETBACK LINE

SQUARE FOOTAGE TABLE	
LOT	SQ. FT.
1	±18,080
2	±19,308
3	±18,232
4	±18,343
5	±18,238
6	±18,388
7	±19,277
8	±18,096
9	±19,915
10	±22,850
11	±31,424
TRACT "A"	±54,565
TRACT "B"	±1,745
TRACT "C"	±1,553
TRACT "D"	±1,353

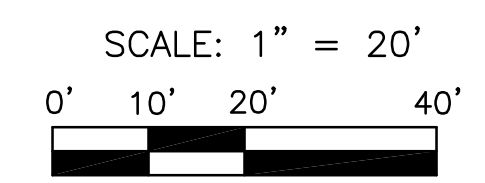
CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHD. DIR.	CHD. DIST.
C1	30°57'06"	30.00'	16.21'	8.31'	S19°43'39"E	16.01'
C2	16°59'56"	30.00'	8.90'	4.48'	S43°42'10"E	8.87'
C3	53°53'38"	184.00'	173.07'	93.54'	S41°18'46"W	166.76'
C4	14°01'12"	204.00'	49.92'	25.08'	S07°21'21"W	49.79'
C5	100°03'24"	9.50'	16.59'	11.33'	S18°10'54"W	14.56'
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C17	07°12'35"	89.00'	11.20'	5.61'	N03°57'03"E	11.19'



THE REFUGE

PRELIMINARY PLAT
SECTION 14
T17N., R5E.

DATE 07/08/22	DRAWN B.L.S.	SHEET 3 OF 6
SCALE 1" = 20'	CHECKED M.J.F.	20-0809E The Refuge Plat Preliminary.dwg



SEE SHEET 4

DISCLAIMER: These plans/documents have been prepared using technical knowledge and skills that would be applied by other qualified registrants who practice the same profession in the same area and at the same time. Efforts have been made to be as accurate as possible. However, plans/documents could contain unintentional technical inaccuracies, typographical errors or omissions. Users of these plans/documents should understand that it is highly probable that errors and omissions will occur in any plan/document preparation process.

PRELIMINARY PLAT THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
R.5E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCELS 408-10-060B AND 408-10-060C
CITY OF SEDONA
±6.46 ACRES
APPLICATION NO. PZ20-00007 (SUB)

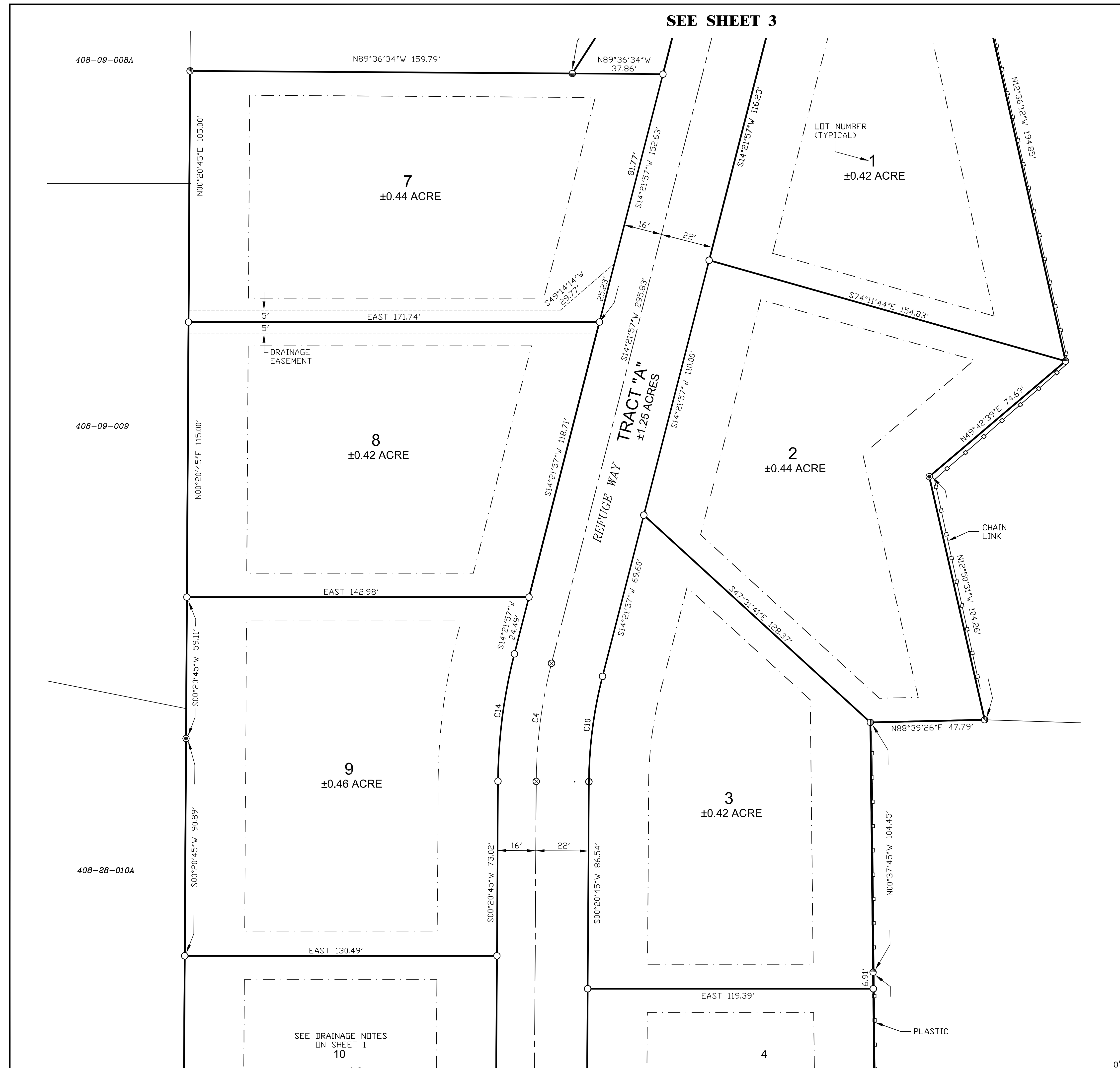
SEE SHEET 3

LEGEND

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CURVE TABLE						
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SEE SHEET 5



SCALE: 1" = 20'
0' 10' 20' 40'

THE REFUGE		
PRELIMINARY PLAT SECTION 14 T17N., R5E.		
DATE 07/08/22	DRAWN B.L.S.	SHEET 4 OF 6
SCALE 1" = 20'	CHECKED M.J.F.	20-0809E The Refuge Plat Preliminary.dwg

PRELIMINARY PLAT THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
R.5E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCELS 408-10-060B AND 408-10-060C
CITY OF SEDONA
±6.46 ACRES
APPLICATION NO. PZ20-00007 (SUB)

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LINE TABLE		
LINE	BEARING	LENGTH
L50	N00°20'45"E	28.87
L51	S88°32'15"E	56.51
L52	S00°20'45"W	30.63
L53	S36°46'36"E	46.39
L54	S00°20'45"W	81.61
L55	S11°59'56"E	28.09
L56	S89°21'53"W	13.77
L57	N23°11'27"W	39.61
L58	N03°59'19"E	19.50
L59	N25°52'04"E	34.56
L60	N36°07'45"W	57.77
L61	N51°14'34"W	109.60
L62	N38°54'04"W	39.22



SCALE: 1" = 20'
0' 10' 20' 40'

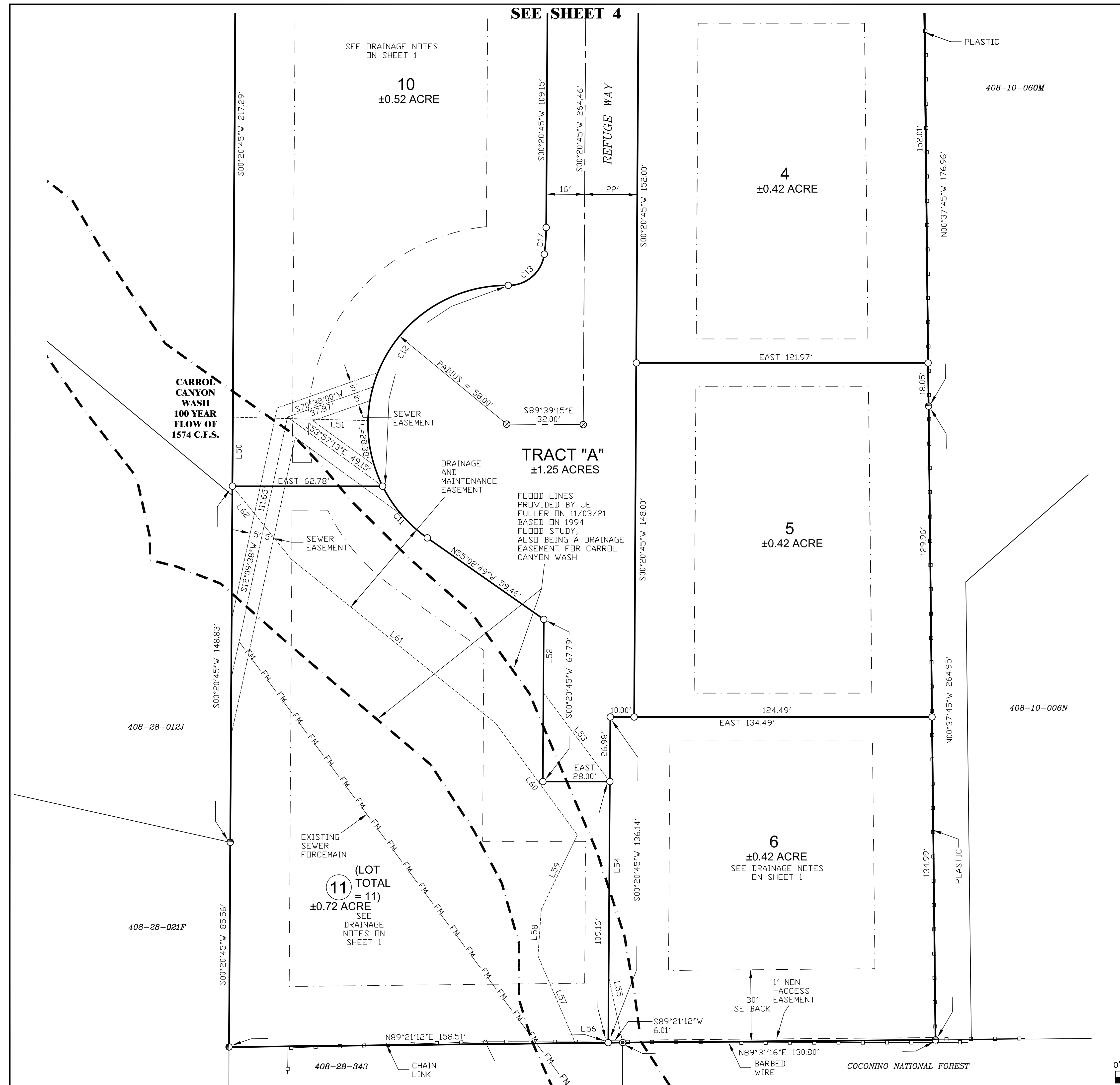
THE REFUGE



825 COVE PARKWAY, SUITE A
COTTONWOOD, ARIZONA 86326
(928) 634-5889
www.sec-landmgmt.com

**PRELIMINARY PLAT
SECTION 14
T17N., R5E.**

DATE 07/08/22	DRAWN B.L.S.	SHEET 5 OF 6
SCALE 1" = 20'	CHECKED M.J.F.	20-0809E The Refuge Preliminary.dwg

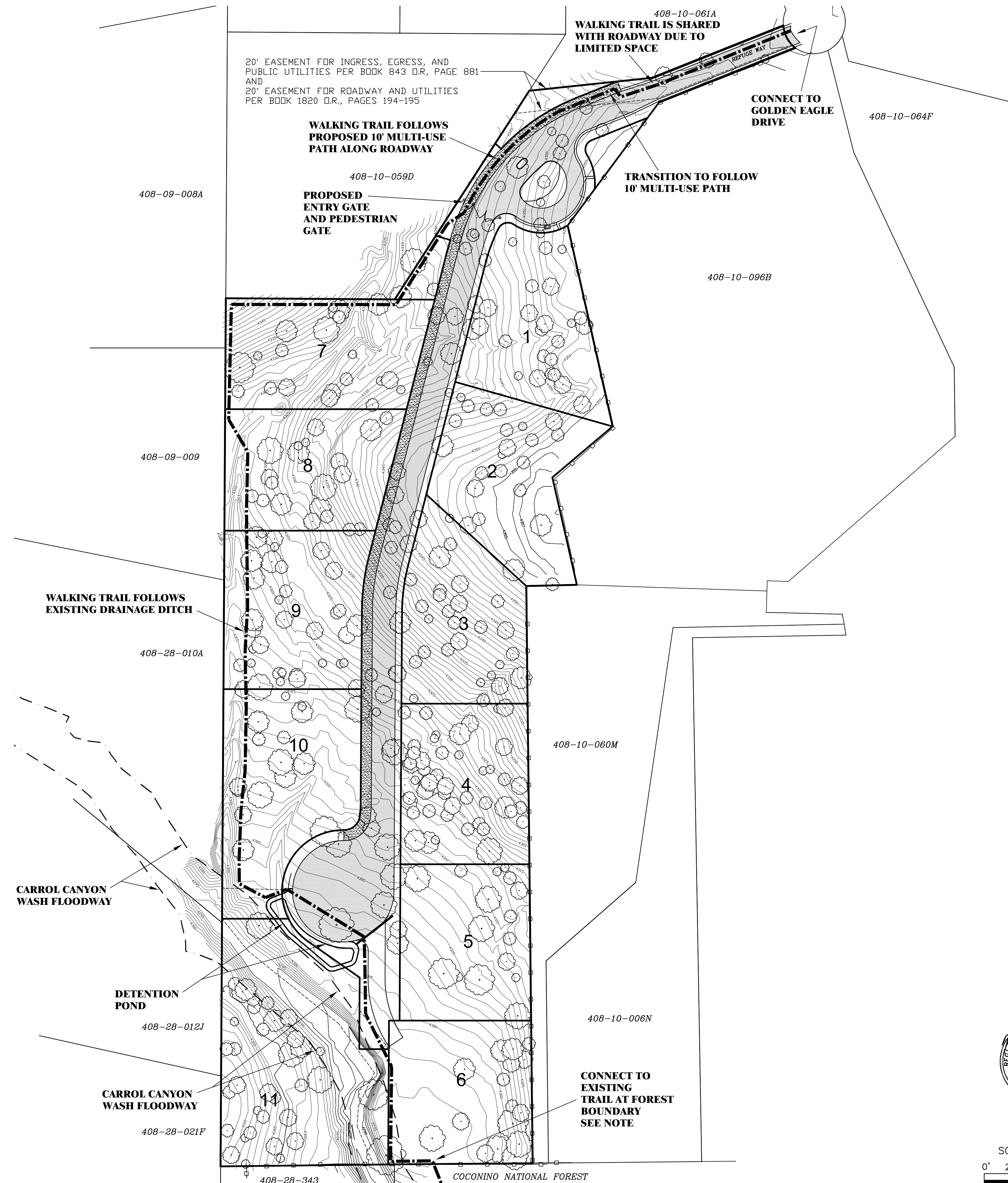


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EXHIBIT CONCEPTUAL WALKING TRAIL PRELIMINARY PLAT THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
R.5E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCELS 408-10-060B AND 408-10-060C
CITY OF SEDONA
±6.46 ACRES
APPLICATION NO. PZ20-00007 (SUB)



**NOTE REGARDING PUBLIC ACCESS TO FOREST LAND:
THE DEVELOPER WILL WORK WITH THE CITY TO PROVIDE PUBLIC
ACCESS TO THE EXISTING WALKING TRAIL ON THE NATIONAL
FOREST LAND AT THE SOUTH PROPERTY BOUNDARY. A
CONCEPTUAL ROUTE IS PROVIDED AS A BASIS FOR DISCUSSIONS.**

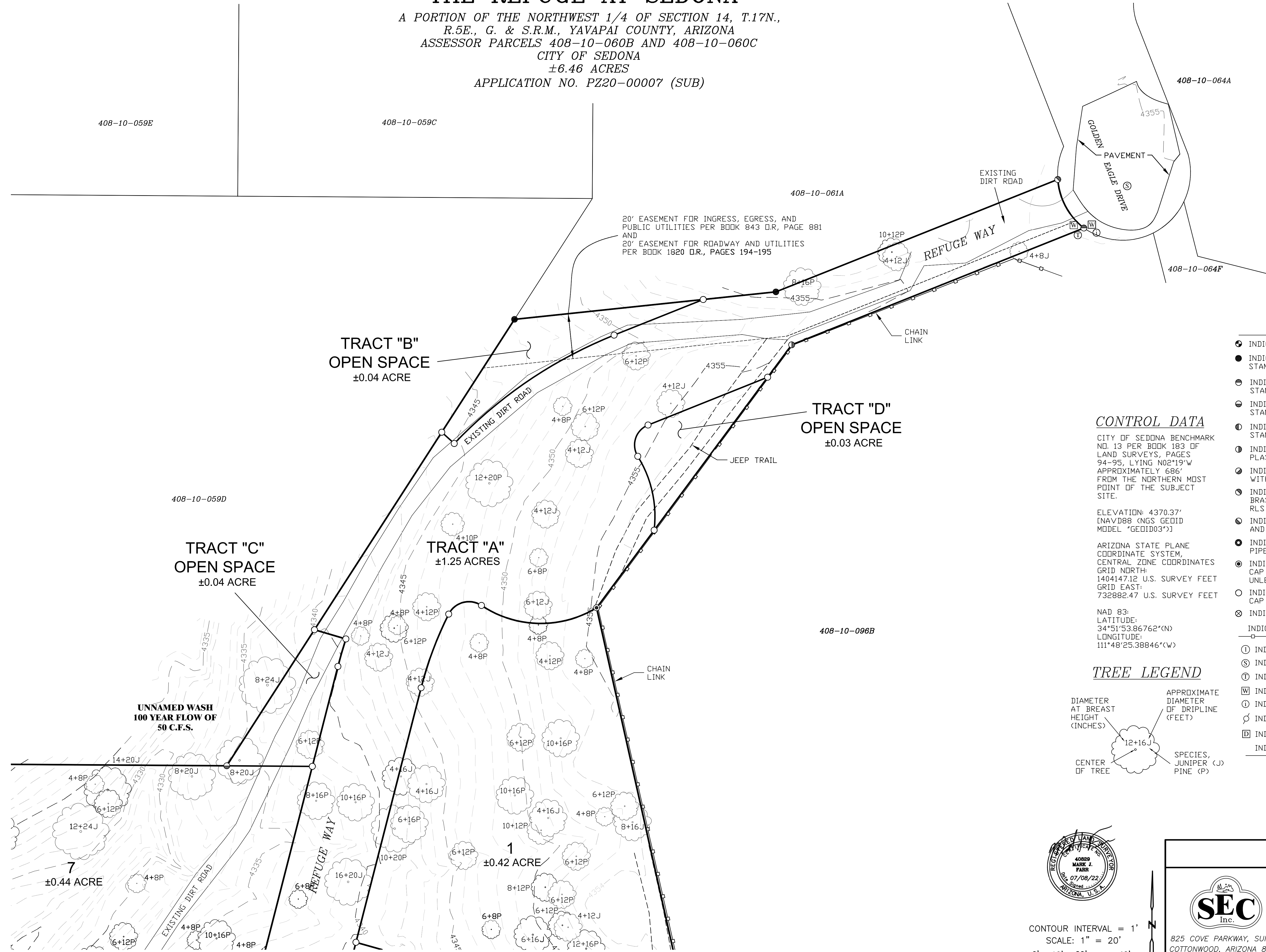


SCALE: 1" = 50'
0' 25' 50' 100'

THE REFUGE		
PRELIMINARY PLAT SECTION 14 T17N., R5E.		
DATE 07/08/22	DRAWN B.L.S.	SHEET 6 OF 6
SCALE 1" = 50'	CHECKED M.J.F.	20-0809E The Refuge Plat Preliminary.dwg

PRELIMINARY PLAT TOPOGRAPHY THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
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- INDICATES FENCE AS NOTED
- Ⓜ INDICATES 1" IRON PIPE RISER
- Ⓜ INDICATES SEWER MANHOLE
- Ⓜ INDICATES TELEPHONE / CABLE RISER
- Ⓜ INDICATES WATER BOX
- Ⓜ INDICATES IRRIGATION CONTROL VALVE
- Ⓜ INDICATES UTILITY POLE
- Ⓜ INDICATES DOWN GUY WIRE
- INDICATES OVERHEAD POWER LINE

CONTROL DATA

CITY OF SEDONA BENCHMARK
NO. 13 PER BOOK 183 OF
LAND SURVEYS, PAGES
94-95, LYING N02°19'W
APPROXIMATELY 686'
FROM THE NORTHERN MOST
POINT OF THE SUBJECT
SITE.

ELEVATION: 4370.37'
[NAVD88 (NGS GEOD
MODEL "GEOID03")]

ARIZONA STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE COORDINATES
GRID NORTH:
1404147.12 U.S. SURVEY FEET
GRID EAST:
732882.47 U.S. SURVEY FEET

NAD 83:
LATITUDE:
34°51'53.86762"(N)
LONGITUDE:
111°48'25.38846"(W)

TREE LEGEND

DIAMETER AT BREAST HEIGHT (INCHES)
CENTER OF TREE
APPROXIMATE DIAMETER OF DRIPLINE (FEET)
SPECIES, JUNIPER (J)
PINE (P)



CONTOUR INTERVAL = 1'
SCALE: 1" = 20'
0' 10' 20' 40'

THE REFUGE		
TOPOGRAPHY SECTION 14 T17N., R5E.		
	DATE 07/08/22	DRAWN B.L.S.
825 COVE PARKWAY, SUITE A COTTONWOOD, ARIZONA 86326 (928) 634-5889 www.sec-landmgt.com	CHECKED M.J.F.	SHEET 1 OF 3
SCALE 1" = 20'	20-0809E The Refuge "PlatPrelimTopo.dwg"	

SEE SHEET 2

PRELIMINARY PLAT TOPOGRAPHY THE REFUGE AT SEDONA

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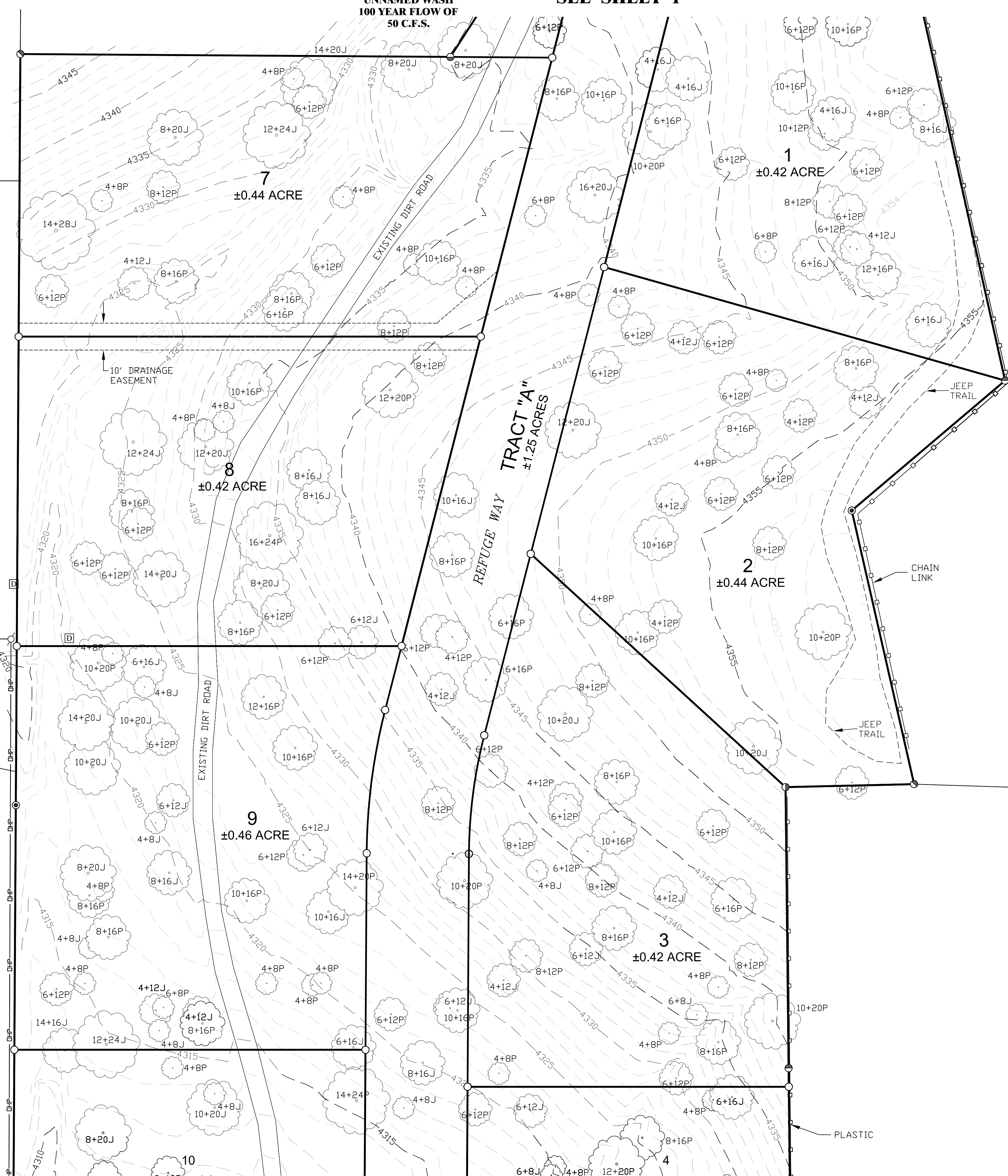
SEE SHEET 1

UNNAMED WASH
100 YEAR FLOW OF
50 C.F.S.

408-09-008A

408-09-009

408-28-010A



SEE SHEET 3

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GRID NORTH: 1404147.12 U.S. SURVEY FEET
GRID EAST: 732882.47 U.S. SURVEY FEET

NAD 83:
LATITUDE: 34°51'53.86762"(N)
LONGITUDE: 111°48'25.38846"(W)

TREE LEGEND

- ① INDICATES 1" IRON PIPE RISER
 - Ⓢ INDICATES SEWER MANHOLE
 - Ⓣ INDICATES TELEPHONE / CABLE RISER
 - ▭ INDICATES WATER BOX
 - ⊕ INDICATES IRRIGATION CONTROL VALVE
 - ⊙ INDICATES UTILITY POLE
 - Ⓜ INDICATES DOWN GUY WIRE
 - INDICATES OVERHEAD POWER LINE
- DIAMETER AT BREST HEIGHT (INCHES) / APPROXIMATE DIAMETER OF DRIPLINE (FEET) / SPECIES, JUNIPER (J) PINE (P) / CENTER OF TREE

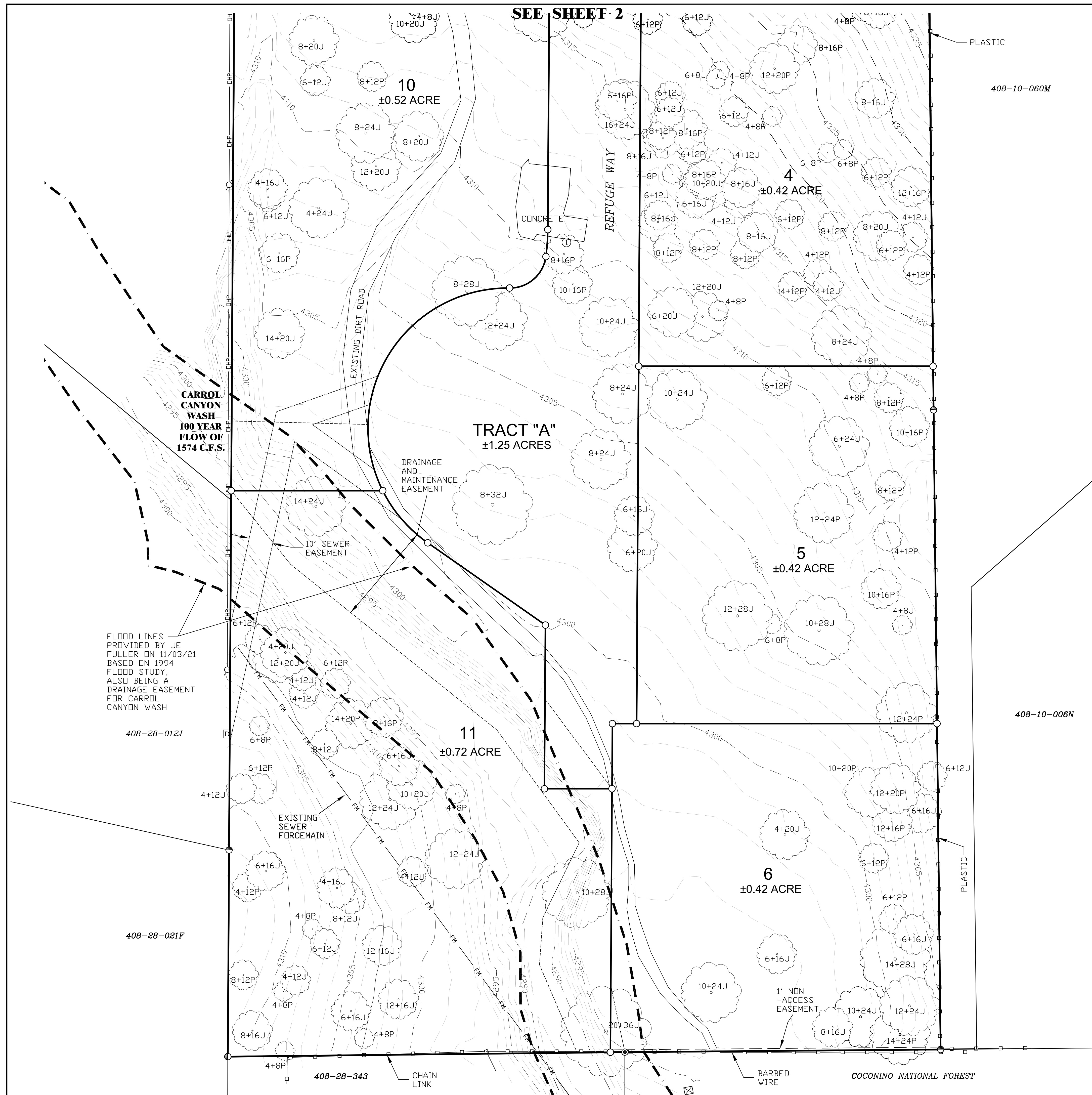


CONTOUR INTERVAL = 1'
SCALE: 1" = 20'
0' 10' 20' 40'

THE REFUGE		
TOPOGRAPHY SECTION 14 T17N., R5E.		
	DATE 07/08/22	DRAWN B.L.S.
825 COVE PARKWAY, SUITE A COTTONWOOD, ARIZONA 86326 (928) 634-5889 www.sec-landmgt.com	SCALE 1" = 20'	SHEET 2 OF 3
	CHECKED M.J.F.	20-0809E The Refuge "PlatPrelimTopo.dwg"

PRELIMINARY PLAT TOPOGRAPHY THE REFUGE AT SEDONA

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, T.17N.,
R.5E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCELS 408-10-060B AND 408-10-060C
CITY OF SEDONA
±6.46 ACRES
APPLICATION NO. PZ20-00007 (SUB)



LEGEND

- ⊙ INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 3/8" REBAR AND PLASTIC CAP STAMPED "LANDMARK LS 14184"
- ⊕ INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "LANDMARK LS 14184"
- ⊖ INDICATES FOUND 1/2" REBAR AND BRASS TAG STAMPED "LANDMARK LS 14184"
- ⓪ INDICATES FOUND 3/4" IRON PIPE AND BRASS TAG STAMPED SEC INC RLS 40829"
- Ⓛ INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "LS 29263"
- Ⓜ INDICATES FOUND 1/2" REBAR WITH NO CAP OR TAG
- Ⓨ INDICATES FOUND 1/2" REBAR AND BRASS TAG STAMPED SEC INC RLS 40829"
- Ⓩ INDICATES FOUND 1/2" REBAR AND OBLITERATED PLASTIC CAP
- ⓐ INDICATES FOUND 1" IRON PIPE WITH NO CAP OR TAG
- ⓑ INDICATES FOUND 5/8" REBAR AND CAP STAMPED "SEC INC LS 40829" UNLESS OTHERWISE NOTED
- ⓓ INDICATES SET 5/8" REBAR AND CAP STAMPED "SEC INC LS 40829"
- ⓔ INDICATES MONUMENT TO BE SET
- — — INDICATES FENCE AS NOTED
- Ⓡ INDICATES 1" IRON PIPE RISER
- Ⓢ INDICATES SEWER MANHOLE
- Ⓣ INDICATES TELEPHONE / CABLE RISER
- Ⓤ INDICATES WATER BOX
- Ⓥ INDICATES IRRIGATION CONTROL VALVE
- Ⓦ INDICATES UTILITY POLE
- Ⓧ INDICATES DOWN GUY WIRE
- — — INDICATES OVERHEAD POWER LINE

CONTROL DATA

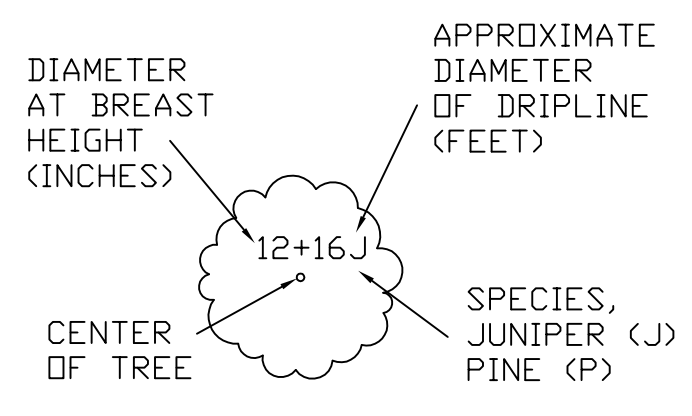
CITY OF SEDONA BENCHMARK NO. 13 PER BOOK 183 OF LAND SURVEYS, PAGES 94-95, LYING N02°19'W APPROXIMATELY 686' FROM THE NORTHERN MOST POINT OF THE SUBJECT SITE.

ELEVATION: 4370.37'
[NAVD88 (NGS GEOID MODEL "GEOID03")]

ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE COORDINATES
GRID NORTH: 1404147.12 U.S. SURVEY FEET
GRID EAST: 732882.47 U.S. SURVEY FEET

NAD 83:
LATITUDE: 34°51'53.86762"(N)
LONGITUDE: 111°48'25.38846"(W)

TREE LEGEND



CONTOUR INTERVAL = 1'
SCALE: 1" = 20'
0' 10' 20' 40'

THE REFUGE		
PRELIMINARY PLAT SECTION 14 T17N., R5E.		
 825 COVE PARKWAY, SUITE A COTTONWOOD, ARIZONA 86326 (928) 634-5889 www.sec-landmgt.com	DATE 07/08/22	DRAWN B.L.S.
	SCALE 1" = 20'	CHECKED M.J.F.
		SHEET 3 OF 3 20-0809E The Refuge "PlatPrelimTopo.dwg"



**CITY COUNCIL
AGENDA BILL**

**AB 2889
December 13, 2022
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Public hearing/discussion/possible action regarding a request for Preliminary Plat approval to subdivide approximately 3.3 acres into a 6-unit single family subdivision at 10 Sky Line Drive. The property is zoned Single Family Residential (RS-18) and is located southwest of the intersection of State Route 179 and Chapel Rd. APN: 401-34-033B. Case Numbers: PZ21-00014 (SUB) Applicant: Sefton Engineering (Luke Sefton).

Department Community Development

Time to Present 10 minutes

Total Time for Item

Other Council Meetings N/A

Exhibits

- A. Planning and Zoning Commission Staff Report, October 18, 2022
- B. Conditions of Approval, as recommended by Planning and Zoning Commission
- C. Preliminary Plat

City Attorney Approval	Reviewed 12/06/22 KWC	Expenditure Required	
		\$ N/A	
City Manager's Recommendation	Approved the proposed preliminary plat.	Amount Budgeted	
		\$ N/A	
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

The applicant is requesting Preliminary Plat Approval to allow for a six (6) unit subdivision at 10 Sky Line Drive. The Planning and Zoning Commission recommended approval of the Preliminary Plat (5-0, Commissioners Gajewski and Wiehl excused) on October 18, 2022.

Background:

The following is a summary of the proposal. For more specific information about the proposal and staff's analysis, please review the Planning and Zoning Commission's October 18, 2022 Staff Report provided in Exhibit A. Also included as exhibits are the recommended Conditions of Approval (Exhibit B) and the proposed Preliminary Play (Exhibit C). The complete packet provided to the Commission for this meeting (including project plans and public comments), the agenda, and the meeting minutes, are available at the following link:

<https://www.sedonaaz.gov/i-want-to/find/documents/-folder-5467>

Additional project documents, engineering reports, and previous submittals can be accessed through the project page on the City's website at the following link:

<https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/chapel-view-terrace>

Project Summary:

The property is located at the southwestern corner of Chapel Road roundabout. It is approximately 3.29 acres in size, for a proposed density of approximately 1.8 units per acre.

The following is a timeline of the proposed Preliminary Plat project to this point:

- October 2021: Applicant submitted for Preliminary Plat Review
- April 2022: Applicant resubmitted Preliminary Plat application
- July 2022: Applicant resubmitted Preliminary Plat documents
- October 18, 2022: Planning & Zoning Commission Public Hearing, Preliminary Plat
- December 13, 2022: City Council Public Hearing, Preliminary Plat
- Future Dates TBD: If the preliminary plat is approved, this project will require approval by the City Council for the Final Plat. That meeting date has not been determined.

The project site is designated as Single-Family Low Density (0.5 to 2 units per acre) on the Future Land Use Map and is zoned Single-Family Residential (RS-18). Because the zoning is consistent with the Community Plan's land use designation, no Community Plan Amendment or zone change is needed for the proposed subdivision. The property is not within a Community Focus Area (CFA) or any other special planning areas designated by the City.

The RS-18 zoning district ([LDC Section 2.4.A](#)) contains the property development standards that are used in the review of the proposed subdivision. These standards include the following:

- Minimum lot area: 18,000 square feet
- Minimum lot width: 100 feet
- Density: Maximum of 2 units per 1 acre

In addition, the property development standards include lot coverage, setbacks, building heights, etc., that will guide the development of the proposed lots. Future buildings will be subject to the standards in place at the time of building permit submittal.

Evaluation of Proposal

In considering an application for a Subdivision/Preliminary Plat, the review process is guided by [LDC Article 7 \(Subdivision\)](#) and [LDC Section 8.5 \(Subdivision Procedures\)](#).

Staff's evaluation of the project in relation to this review and approval criteria is detailed in the Staff Report provided to the Planning and Zoning Commission (Exhibit A).

After review and evaluation, staff believes that the request is consistent with all applicable sections as outlined in the staff report packet, subject to the recommended conditions of approval, and recommended approval of the Preliminary Plat.

Planning & Zoning Commission

LDC Section 8.5.A(3)f.1 states:

The Planning and Zoning Commission shall review the preliminary plat application and recommend approval, approval with conditions, or denial, based on the general approval criteria in [Section 8.3.E\(5\), Approval Criteria Applicable to all Applications](#).

The Planning and Zoning Commission held one public hearing to consider the Preliminary Plat on October 18, 2022. During the public hearing, the Commission discussed the proposed subdivision, including the following:

- Entrance to the subdivision and relation to existing roads (both Chapel Road and State Route 179)
- Future construction of the houses in the subdivision, Homeowner’s Association, and potential for short-term rentals
- Rationale behind placing the entrance on Chapel Road rather than Skyline (access to the roundabout)
- Grading and drainage plans
- Emergency access
- Installation of new sidewalks
- Potential landscaping, low-water usage and xeriscaping

Three (3) members of the public spoke at the hearing. Comments were focused around the potential for short term rentals, traffic issues in the surrounding neighborhoods, accessing the subdivision on Chapel Road rather than Skyline, height of houses the impacts the proposed subdivision to the neighborhood. The speakers’ full comments can be reviewed in the recording of the October 18, 2022 meeting (Available through the City’s website and at the link provided at the beginning of the Agenda Bill).

After review and evaluation, the Planning and Zoning Commission recommended that City Council approve the Preliminary Plat, in a 5-0 vote (Commissioners Gajewski and Wiehl excused).

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

As a subdivision proposed to develop under the current zoning, the Climate Action Plan is not directly applicable to this project.

Board/Commission Recommendation: Applicable - Not Applicable

The Planning and Zoning Commission recommended that City Council approve the Preliminary Plat, in a 5-0 vote (Commissioners Gajewski and Wiehl excused).

Alternative(s):

MOTION

I move to: approve the proposed Preliminary Plat as set forth in case number PZ21-00014 (SUB), Chapel View Terrace, based on compliance with all ordinance requirements of LDC Section 8.3 and 8.5 and satisfaction of the Subdivision findings and applicable Land Development Code requirements as outlined in the Planning and Zoning Commission staff

report, which staff report is hereby adopted as the findings of the City Council, and the attached conditions of approval.

Alternative Motion for Denial:

I move to recommend denial of case number PZ21-00014 (SUB), Chapel View Terrace, based on the following findings: (Please specify findings)

Staff Report
 PZ21-00014 (SUB)
 Chapel View Terrace
 Summary Sheet



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

Meeting Date: October 18, 2022
Hearing Body: Planning and Zoning Commission
Project Summary: **6-unit single family house subdivision**
Action Requested: Recommendation of Approval of Preliminary Plat
Staff Recommendation: Recommendation of Approval, with conditions, of Preliminary Plat
Location: 10 Sky Line Drive (Southwest of Chapel Road roundabout)
Parcel Number: 401-34-033B
Owner/Applicant: Passion LLC (Chris Rife)
 6817 S Pinehurst Drive; Gilbert, AZ 85298
Authorized Agent: Sefton Engineering Consultants (Luke Sefton)
 40 Stutz Bearcat Drive; Sedona, AZ 86336
Site Size: ± 3.29 acres
Community Plan Designation: Single Family Low Density
Zoning: RS-18 (Single-Family Residential), maximum density: 2 units per acre
Current Land Use: Vacant
Surrounding Properties:

	<i>Area Zoning</i>	<i>Area Land Uses</i>
North:	RS-18	Residential, Mystic Hills Subdivision
East:	RS-10	Lutheran Church, Fire Station
South & West:	RS-18	Residential, no subdivision

Report Prepared By: Cari Meyer, Planning Manager

Attachments:	Page
1. Aerial View & Vicinity Map	13
2. Application Materials ¹	
a. Application and Letter of Intent	15
b. Citizen Participation Report	31
c. Preliminary Plat	42
d. Supplemental Project Plans	44
3. Subdivision Checklist	47
4. Public Comments	49

¹ Due to file size constraints, the following are not included in the packet, but can be reviewed online at <https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/chapel-view-terrace>: Drainage Report, Construction Plans



SUBDIVISION AND PLATTING PROCESS

Platting procedures for new subdivisions are laid out in Land Development Code (LDC) Section 8.5 (Subdivision Procedures). The first step in the platting process is the Preliminary Plat (LDC Section 8.5.A). The purpose of the preliminary plat is to “provide a mechanism for the City to review an overall plan for a proposed subdivision to ensure compliance with this Code and the adequate provision of facilities and services in the City.” (LDC Section 8.5.A(1)). Submittal requirements and review procedures for the platting process are contained in LDC Section 8.5.A(3): Application Submittal and Review Procedure and Administrative Manual Sections 1.1: General Application Submittal Requirements and 1.3: Subdivision Requirements.

The applicant submitted documents for Preliminary Plat Review in October 2021. Since the initial submittal, the applicant has continued to work to address outstanding Staff and public comments, with resubmittals in April 2022, and July 2022. The Preliminary Plat is now being brought to the Planning and Zoning Commission for consideration and a recommendation to City Council.

After the Planning and Zoning Commission makes a recommendation to Council, Staff will schedule a public hearing with City Council, at which time the Council will approve, approve with conditions, or deny the Preliminary Plat. If the Council approves the Preliminary Plat, the applicant will submit a revised preliminary plat (if necessary) for Staff review, followed by the Final Plat for City Council review. The Commission’s involvement in the platting/subdivision process ends after a recommendation on the Preliminary Plat has been forwarded to City Council.

PROJECT DESCRIPTION

The applicant is seeking approval of a Subdivision application to allow for an 6-unit single-family subdivision on approximately 3.29 acres (approximately 1.8 units per acre).

Subdivision of this site is permitted in accordance with the Land Development Code (LDC) requirements, including [Article 2 \(Zoning Districts\)](#), and [Article 7 \(Subdivision\)](#).

The proposal does not include review or approval of any new houses. If the plat is approved, review of single-family houses would occur through the City’s building permit review process.

BACKGROUND AND PROPERTY INFORMATION

Site Characteristics

- The project site is one parcel of approximately 3.29 acres.
- The property is in Coconino County.
- The property is vacant.
- The property is not part of a subdivision.
- The site is surrounded by public streets to the north, east, and south. No access point is currently constructed.
- There are no floodplains on the site.
- The vegetation onsite consists of a mixture of mature trees and shrubs.

Zoning and Community Plan Designations

The site is designated Single Family Low Density (0.5 to 2 units per acre) in the Community Plan, zoned RS-18 (Single Family Residential) and is currently vacant. City and County records do not show that the property has ever been developed. The purpose of the RS-18 zoning district is:

“...to accommodate and preserve lower-density to medium-density single-family residential uses with limited community and educational uses and incidental or accessory uses. This district can also serve as a transition between low- and medium-density residential to higher-density residential zoning districts.

[LDC Section 2.4.A](#)

The RS-18 zoning district (LDC Section 2.4.A) contains the property development standards that are used in the review of the proposed subdivision. These standards include the following:

- Minimum lot area: 18,000 square feet
- Minimum lot width: 100 feet
- Density: Maximum of 2 unit per 1 acre

In addition, the property development standards include lot coverage, setbacks, heights, etc., that will guide the development of the proposed lots. Future buildings will be subject to the standards in place at the time of building permit submittal.

Current Proposal

The applicant first contacted City Staff in 2021 to discuss the current proposal. The following is a timeline of the project to this point:

- October 2021: Applicant submitted for Preliminary Plat Review
- April 2022: Applicant resubmitted Preliminary Plat application
- July 2022: Applicant resubmitted final Preliminary Plat documents
- October 18, 2022: Planning and Zoning Commission Public Hearing, Preliminary Plat
- Future Dates TBD: This project will require a public hearing with the City Council for the Preliminary Plat and approval by the City Council for the Final Plat. Those meeting dates have not been determined.

PUBLIC INPUT

- The applicant completed a Citizen Participation Plan. A summary of their efforts is included in [Attachment 2.b](#).
- Project documents submitted by the applicant were placed on the [Projects and Proposals](#) page of the Community Development Department website.
- Property owners within 300 feet of the subject properties were notified of the Public Hearing.
- The property was posted with a Notice of Public Hearing and a notice was published in the Red Rock News on September 30, 2022.
- All notices contain contact information or a way to submit comments. Written comments received by Staff are included as [Attachment 4](#). Concerns raised include the following:
 - Use of the property for short term rentals
 - The application is proposing to subdivide the property under the current zoning district. As no zone change is proposed, the City cannot impose any restrictions on short term rentals.

- Sidewalks constructed along existing street frontages.
 - The LDC requires sidewalks to be constructed along all new streets and along all frontages of the proposed project, which is what is being proposed for this project. In addition, the GO! Sedona plan contains recommendations for increasing the walkability of the City, which includes building more sidewalks.

REVIEWING AGENCY COMMENTS AND CONCERNS

The application materials were routed to all internal and external reviewing agencies for comments. Comments were received from the following agencies:

- City of Sedona Community Development
- City of Sedona Public Works
- Sedona Fire District
- Arizona Department of Transportation (ADOT)

All comments have been addressed by the applicant through resubmittal of the project documents, are included as recommended conditions of approval, or are requirements for future stages of the project (Final Plat, Building Permits).

DEVELOPMENT PROPOSAL

The applicant is proposing a new 6 lot single-family subdivision on approximately 3.29 acres. For the subdivision to be constructed, the following must be approved:

1. Subdivision (SUB) application for the subdivision layout (lots and streets)

A detailed description of the proposal was submitted by the applicant and is included in [Attachment 2.a](#). A summary is included below.

Phasing

- The subdivision streets and infrastructure are proposed to be developed in a single phase. Development of the proposed lots would occur through the City's single-family home review process, which is an administrative process, conducted by City staff, and does not require Planning and Zoning Commission review or public input.

Subdivision Layout

- The subdivision provides one access point at the north end of the subdivision. A secondary access point for emergency use is proposed at the south end of the subdivision.
- The proposed road is a private right-of-way that goes through the middle of the subdivision in an easement, with lots on each side of the road.

[Sedona Land Development Code \(LDC\)](#)

A comprehensive evaluation for compliance with all applicable sections of the Land Development Code was conducted and is outlined in [Attachment 3](#) (Subdivision Checklist).

[LDC Article 2: Zoning Districts](#)

- Lots range in size from 18,003 square feet to 23,225 square feet.
 - The minimum lot size in this zoning district is 18,000 square feet.
 - Area within the access/ingress/egress easement is not included in lot sizes.

- The overall density of the subdivision is 1.8 units per acre.
 - The maximum density in this zoning district is 2 units per acre.
- All lots have a minimum width of 100 feet
- The proposal is in compliance with applicable standards for the RS-18 zoning district.
- Future construction will be reviewed for compliance with RS-18 setbacks, heights, and other development standards.

[LDC 7.3.C: Subdivision Standards, Lot Planning](#)

- The proposed subdivision meets the zoning requirements for maximum density, minimum lot size and width, and lot layout.
- The City’s Engineering Staff has reviewed the conceptual grading and drainage plans and will review the final plans for compliance with applicable requirements.
- No floodways or floodplains impact the site.

[LDC 7.3.D: Subdivision Standards, Sensitive Lands](#)

- None of the area within the proposed subdivision is considered sensitive land.

[LDC 7.3.E: Subdivision Standards, Block Layout](#)

- This section is not applicable to this application.

[LDC 7.3.F: Subdivision Standards, Street Design](#)

- Chapel View Court is proposed as a private street within an easement.
- The primary vehicular access to the site is provided on the north side of the subdivision as Chapel Road connects to State Route 179 at a controlled intersection (Chapel Road roundabout).
- The street has been designed to meet the minimum requirements

[LDC 7.3.G: Subdivision Standards, Street Naming and Traffic Control Signs](#)

- The applicant has proposed “Chapel View Court” as the name of the new street. Final approval of street names will be done by the Public Works Department.

[LDC 7.3.H: Subdivision Standards, Easement Planning](#)

- The road is within an easement and has sufficient width for all associated improvements.
 - Area within the easement has not been used to meet minimum lot size or width requirements.
- All other required easements have been provided.

[LDC 7.3.I: Subdivision Standards, Reservation of Land for Public Use](#)

- No land is proposed to be reserved for public use.

[LDC 7.3.J: Subdivision Standards, Alternatives to Subdivision Standards](#)

- A cluster subdivision is not proposed.

REVIEW, COMMENTARY, AND ANALYSIS

The following is requested from the Planning and Zoning Commission at this time:

- **SUBDIVISION:** Review of Preliminary Plat, recommendation to City Council

Discussion**Land Development Code Findings: All Development Applications**

All development applications are reviewed under [LDC Article 8 \(Administration and Procedures\)](#).

[LDC Section 8.3](#) contains procedures and rules applicable to all development applications while the following sections contain procedures and rules that apply to specific development applications. [LDC Section 8.3.E\(5\)](#) contains the approval criteria applicable to all development, subdivision, and rezoning applications. These criteria are as follows:

B. Generally

1. Unless otherwise specified in this Code, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below.
2. The application may also be subject to additional review criteria specific to the type of application, as set forth in section 8.4 through 8.8.
3. If there is a conflict between the general review criteria in this section and the specific review criteria in section 8.4 through 8.8, the applicable review criteria in sections 8.4 through 8.8 control.

C. Prior Approvals

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

Staff Evaluation: *There are no previous approval that the current proposal would need to be consistent with.*

D. Consistency with Sedona Community Plan and Other Applicable Plans

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

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

Staff Evaluation: *The proposal is consistent with the Single-Family Low Density (0.5-2 units per acre) designation in the Community Plan and is generally consistent with other policies in the Community Plan. The proposal is not in conflict with any policies in the Community Plan.*

E. Compliance with This Code and Other Applicable Regulations

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

Staff Evaluation: *Based on Staff's evaluation and as outlined in the Subdivision Checklist, the proposed subdivision complies with all applicable Land Development Code Requirements*

F. Minimizes Impacts on Adjoining Property Owners

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

Staff Evaluation: *The applicant has submitted a Citizen Participation Report (included with [Attachment 2.b](#)). All public comments received are included as [Attachment 4](#).*

The primary concerns brought up in public comments were from property owners on Chapel Road regarding short term rentals and the construction of sidewalks. As the property is being subdivided under the current zoning, the City cannot regulate short term rentals. Regarding sidewalks, construction of sidewalks is required by the LDC and recommended by the GO! Sedona plan to increase the walkability of the City.

G. Consistent with Intergovernmental Agreements

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

Staff Evaluation: *There are no intergovernmental agreement applicable to this application.*

H. Minimizes Adverse Environmental Impacts

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

Staff Evaluation: *There are no sensitive lands on the property to be considered in the design of the subdivision. The construction of the infrastructure and, eventually, the houses, will comply with construction standards which are designed to minimize adverse environmental impacts.*

I. Minimizes Adverse Fiscal Impacts

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

Staff Evaluation: *The applicant has paid all applicable fees associated with this application and will pay all fees associated with permits required for the proposed work. No adverse fiscal impacts to the City are anticipated because of this application.*

J. Compliance with Utility, Service, and Improvement Standards

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

Staff Evaluation: *All applicable review and utility agencies have reviewed the proposal. On initial evaluation, the proposal appears to be consistent with the requirements of each agency. As applicable, a final review will be conducted during the permit review process.*

K. Provides Adequate Road Systems

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

***Staff Evaluation:** The proposal will construct a new road and connect to existing road systems. The Public Works Department, Police Department, and Fire District have reviewed the proposed subdivision layout and have not brought up any concerns.*

L. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

***Staff Evaluation:** All applicable agencies have reviewed the proposal and have determined that adequate public services exist for the proposed use. The property owner will be required to build the infrastructure required to service the 6 new single-family lots. As part of the development of the project, new sidewalks will be constructed along the new road and existing roads.*

M. Rational Phasing Plan

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

***Staff Evaluation:** The project is proposed to be developed in a single phase.*

Land Development Code Findings: Subdivision Procedures (Preliminary Plat)

[LDC Section 8.5.A](#) contains the procedures and rules for Preliminary Plat applications. This section does not have any additional approval criteria.



As recommended by the Planning and Zoning Commission, October 18, 2022

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the Preliminary Plat dated June 23, 2022, grading and drainage plans, letter of intent dated July 25, 2022, and all other supporting documents, as reviewed, modified and approved by the Planning and Zoning Commission and City Council.
2. Preliminary Plat approval shall expire 24 months from the date approved by the City Council, subject to the following:
 - i) It shall be the responsibility of the applicant to monitor elapsed time. (LDC Section 8.5.A(3)h.3)
3. Prior to City Council consideration of the Final Plat, the applicant shall satisfy the following conditions:
 - i) The Final Plat shall meet all requirements of Land Development Code (LDC) and the Design Review, Engineering, and Administrative Manual (Manual).
 - ii) Sewer line easements for all existing and new sewer lines shall be shown on the Final Plat.
 - iii) Drainage easements shall be provided to the satisfaction of the City Engineer and shall meet the minimum dimensions of the LDC and Manual.
 - iv) Provide the appropriate dedication language on the Plat. The dedication language shall be capitalized.
 - v) Street, curb, and gutter design shall be in compliance with the requirements of the LDC.
 - vi) The Final Plat shall designate the location of any proposed subdivision sign and/or cluster mailbox, if proposed.
 - vii) The applicant shall submit a Final Grading and Drainage Report for review and approval by the City Engineer.
 - viii) Provide a Sewer Design Report.
 - ix) All requirements from the Sedona Fire District shall be met.
4. Prior to recording the Final Plat, the following shall be filed with the City Clerk (LDC Section 8.5.B(3)d.2):
 - i) A Certificate of Approval of improvement plans signed by the City Engineer;
 - ii) A copy of the executed agreement between the City and the applicant;
 - iii) The letter of agreement with serving utilities; and
 - iv) Financial assurance, cash, or letter of credit in an amount specified by the City Engineer and in a form acceptable to the City Attorney pursuant to LDC Section 8.5.B(3)d.3.
5. Prior to issuance of a grading or building permit, the following documents and details shall be provided to the City for review and approval:
 - i) Improvement plans and sewer plans shall meet all requirements of the Public Works Department and the Wastewater Department.

- ii) For projects involving grading of more than 5,000 cubic yards, a haul plan, a dust control plan, a topsoil reutilization plan, a stormwater pollution prevention plan, and a traffic control plan shall be required. Each must be acceptable to and approved by the City Engineer. (Manual 3.1.H(6)i).
 - iii) Applicant shall provide a Neighbor Contact and Response Plan. The plan shall define site signage, which shall include a hotline number.
 - iv) Infrastructure within the ADOT ROW must be approved by ADOT.
 - v) Provide utility construction details on plans.
 - vi) Provide cut and fill earthwork quantities (in cu. yds.) for the project. If applicable, the applicant shall provide bond assurance, which meets the requirements of the City of Sedona, Land Development Code requirements, prior to issuance of a building permit.
 - vii) A copy of the ADEQ "Approval to Construct" Water Facilities and Wastewater Facilities shall be provided prior to construction.
 - viii) Provide construction details for concrete structures (walls, curb, etc.). Designs shall be in accordance with the submitted Geotech Report.
 - ix) Provide a striping & signing plan for the subdivision.
 - x) Manholes over 8' in depth (only SS MH3,5,6) shall have a cover of 30" for confined spaces safety. Please annotate the 30" ring & cover on the plans for these manholes. Please include in notes
 - xi) For projects involving grading of more than 5,000 cubic yards, an assurance bond is required per Manual 3.1.G(1).
 - xii) Assurance bonds are required for all subdivision construction projects.
 - xiii) Provide Final Grading and Drainage Plans. The Site Plan shall meet the requirements of Manual Chapter 3.1.
 - xiv) Provide the Final Drainage Report.
 - xv) Applicant shall provide a Storm Water Pollution Prevention Plan. SWPPP measures shall be in place prior to the start of construction (Manual Section 3.1). Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5).
 - xvi) Determine the need for a 404 permit from the Army Corps of Engineers for work in watercourse areas prior to disturbance of those areas.
 - xvii) No dumping of excavated material is allowed within city limits without prior authorization from the City of Sedona Engineering Department (Manual Section 3.2.D(10)).
 - xviii) The site plan, grading plan and landscape plans shall be carefully coordinated and any discrepancies resolved to the satisfaction of the Director of Community Development.
6. Upon completion of the infrastructure for the project and prior to release of the required financial assurances, staff shall verify that all construction is in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission and the City Council, and the following conditions have been met:
- i) All on-site improvements shall substantially conform to the plans on which the grading permit was issued.
 - ii) Applicant shall provide copies of all required testing to the Engineering Department.

- iii) All new and existing utility lines shall be provided through underground installation.
 - iv) All requirements of the Sedona Fire District shall have been satisfied.
 - v) As-builts shall be provided to the City in digital and hard copy formats acceptable to the City Engineer.
 - vi) All areas of cut and fill shall be landscaped or dressed in such a manner as to reduce the potential for erosion.
 - vii) Applicant shall provide a letter, sealed by the engineer of record, verifying that the work, as done, is in substantial accordance with the approved plans.
7. Within thirty days of approval of the Preliminary Plat, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Preliminary Plat approval.

SHEET INDEX

- 1 PRELIMINARY PLAT COVER SHEET
- 2 PRELIMINARY PLAT

CHAPEL VIEW TERRACE PRELIMINARY PLAT

A SUBDIVISION OF PARCEL B, AS RECORDED IN INSTRUMENT #3686479 & INSTRUMENT #3807829, COCONINO COUNTY RECORDERS OFFICE LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE

GILA AND SALT RIVER BASE AND MERIDIAN,
 WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA
 ORIGINAL ASSESSORS PARCEL NUMBER 401-34-033B
 CONTAINING ±3.29 ACRES
 ZONED SINGLE FAMILY RESIDENTIAL (RS-18)
 CASE NO. PZ21-00014 (SUB)

DECLARATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT RIFE DEVELOPMENT, LLC, A LIMITED LIABILITY CORPORATION ("TRUSTEE"), HAS SUBDIVIDED UNDER THE NAME OF "CHAPEL VIEW TERRACE", A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "CHAPEL VIEW TERRACE" ("THE PLAT"). "TRUSTEE" HEREBY DECLARES THAT "THE PLAT" SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS, AND THAT EACH SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN HEREON.

"TRUSTEE" HEREBY DECLARES THAT THE EASEMENTS SHOWN UPON THIS PLAT SHALL BE ESTABLISHED AND RESERVED IN ACCORDANCE WITH THE NOTATION ON SAID PLAT AND SHALL PROVIDE TO THE PUBLIC THE USE THEREOF FOREVER FOR INGRESS, EGRESS PURPOSES AND FOR INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING WITHOUT LIMITATION, WATER, SANITARY SEWER, ELECTRIC, NATURAL GAS, TELEPHONE, CABLE SERVICES, WATERCOURSES AND/OR DRAINAGE FACILITIES. THE "TRUSTEE" ALSO DECLARES THAT THE STREETS CONSTRUCTED AND LOCATED WITHIN THE SUBJECT EASEMENTS PROVIDING ACCESS TO, FROM AND THROUGHOUT THE SUBDIVISION SHALL REMAIN PRIVATE, AND ARE NOT DEDICATED TO THE PUBLIC BUT ARE RESERVED FOR THE USE, ENJOYMENT AND BENEFIT OF THE ADJACENT OWNERS; THE MAINTENANCE OF THE SAID STREET WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS WITHIN THE SUBDIVISION.

FURTHER THE "TRUSTEE" HEREBY GRANTS TO THE CITY OF SEDONA, A MUNICIPAL CORPORATION, LICENSE TO ACCESS UPON THE ESTABLISHED EASEMENT AND STREETS PROVIDED AS DESCRIBED HEREON, FOR THE PURPOSE OF PERIODIC INSPECTION AND MAINTENANCE OF THE WATERCOURSES AND/OR DRAINAGE FACILITIES. THE MAINTENANCE OF THE DRAINAGE EASEMENTS AND FACILITIES SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF:

"TRUSTEE" HAS CAUSED THIS PLAT TO BE DULY EXECUTED AS OF THIS _____ DAY OF _____, 2020.

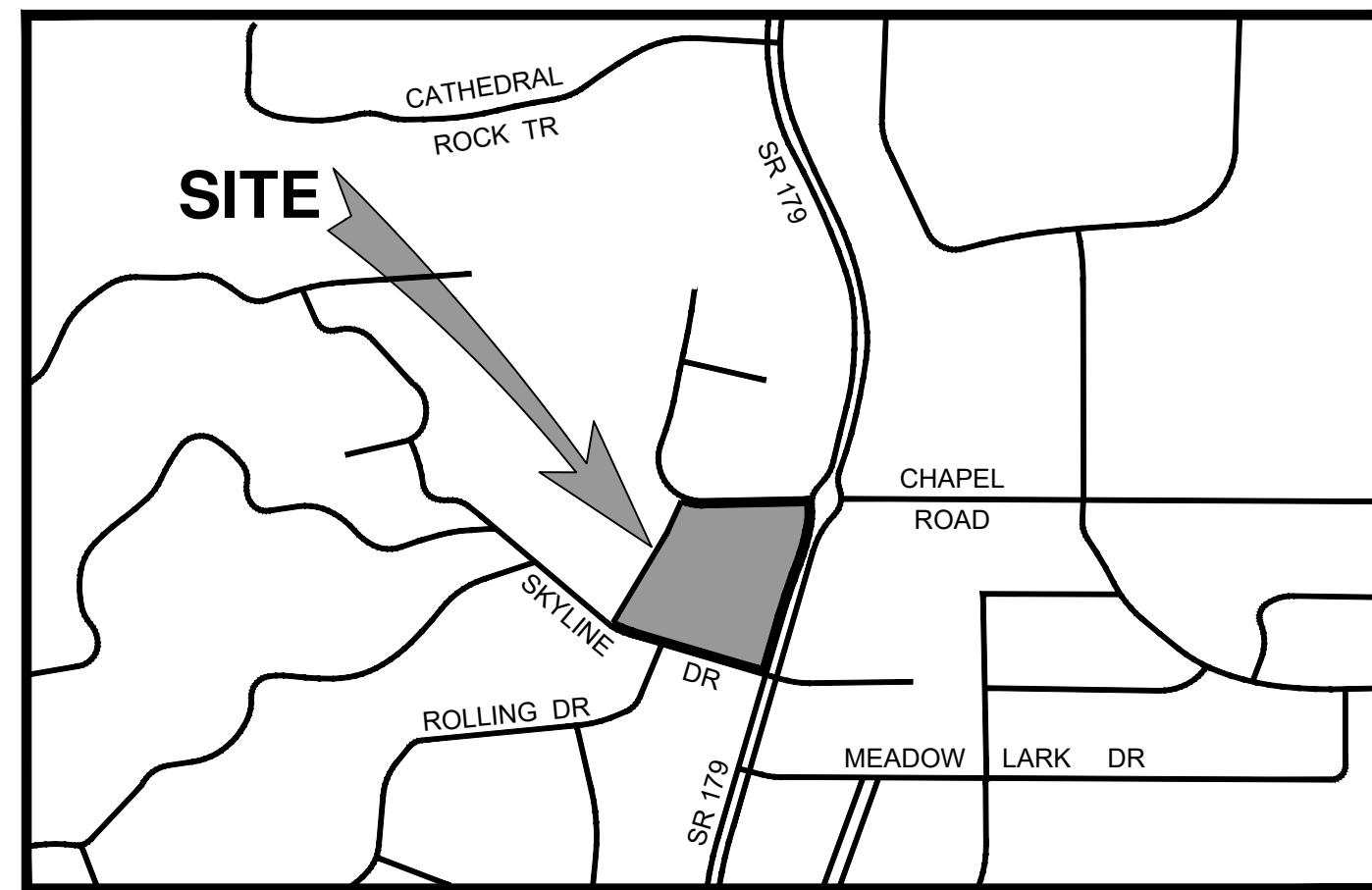
BY: _____
 TRUST OFFICER

STATE OF ARIZONA)
 COUNTY OF COCONINO)

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 2021

BY: _____, MY COMMISSION EXPIRES _____

NOTARY PUBLIC



VICINITY MAP
 NOT TO SCALE

UTILITY COMPANIES

ELECTRIC: ARIZONA PUBLIC SERVICE COMPANY
 P.O. BOX 53920, STE. 9996
 PHOENIX, ARIZONA 85072-3920

WATER: ARIZONA WATER COMPANY
 3805 N. BLACK CANYON HIGHWAY
 PHOENIX, AZ 8505-5351

SEWER: CITY OF SEDONA
 PUBLIC WORKS DEPARTMENT
 102 ROADRUNNER DRIVE
 SEDONA, AZ 86336

CABLE/PHONE: CENTURYLINK ENGINEERING
 500 S. CALVARY WAY
 COTTONWOOD, AZ 86326

SUDDENLINK
 65 COFFEEPOT DRIVE STE. A
 SEDONA, ARIZONA 86336

GAS: UNISOURCE ENERGY SERVICES
 U.S. GAS, INC.
 P.O. BOX 80078
 PRESCOTT, AZ 86304-8078

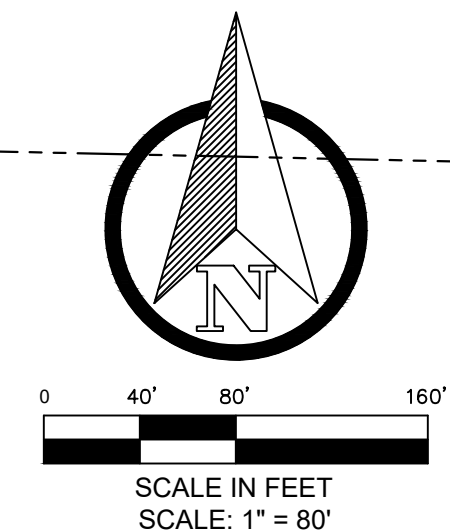
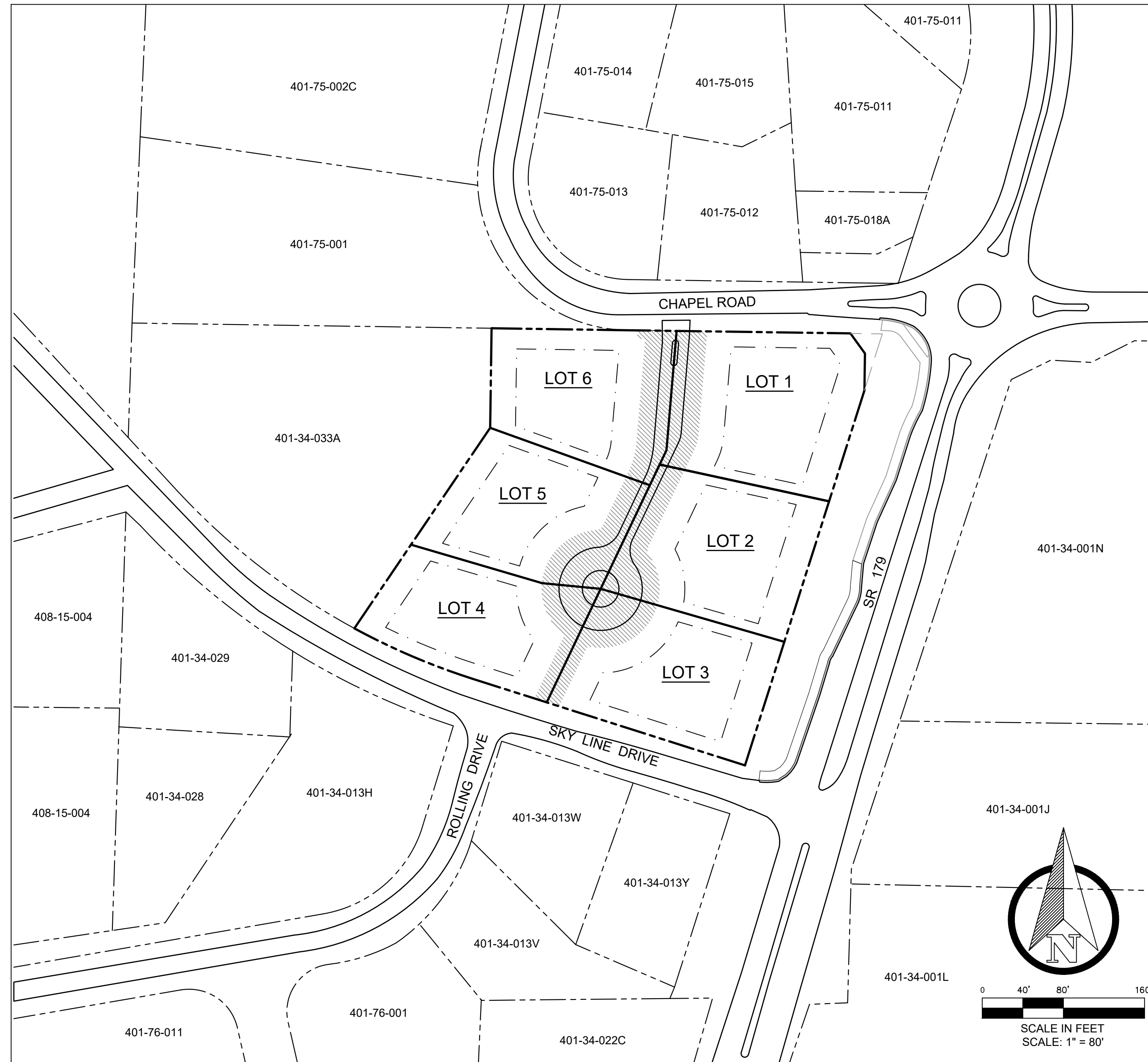
SOLID WASTE COLLECTION: PATRIOT DISPOSAL
 211 SMITH ROAD
 SEDONA, AZ 86336

DEVELOPER CONTACT INFORMATION

CHRIS RIFE
 PASSION LLC
 1300 W WATERLOO ROAD
 EDMOND, OK 73025
 (480) 734-3999

PARCEL ZONING RS-18

SINGLE FAMILY RESIDENCE
 MIN LOT SIZE = 18,000 SQ. FT.
 LOTS 1 - 6
 SMALLEST LOT = 19,900 S.F. (0.46 AC)
 LARGEST LOT = 27,890 S.F. (0.64 AC)
 AVERAGE LOT SIZE = 23,890 S.F. (0.55 AC)



CERTIFICATE OF APPROVALS

SEDONA COMMUNITY DEVELOPMENT DEPARTMENT

DIRECTOR _____ DATE _____

SEDONA FIRE DISTRICT

FIRE MARSHAL _____ DATE _____

SEDONA PUBLIC WORKS DEPARTMENT

CITY ENGINEER _____ DATE _____

SEDONA CITY COUNCIL

MAYOR OF SEDONA _____ DATE _____

CITY CLERK _____ DATE _____

PLAT NOTES

1. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER ANY UTILITY EASEMENT EXCEPT WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE DRAINAGE EASEMENT EXCEPT STONE, GRAVEL, OR OTHER DRAINAGE CHANNEL MATERIALS OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
3. ALL STREETS PLATTED HEREON ARE PRIVATE AND SHALL NOT BE MAINTAINED BY THE CITY OF SEDONA. STREET MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNERS.
4. VISIBILITY EASEMENTS SHOWN ON THE SUBDIVISION LAND DEVELOPMENT PLANS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNERS ON BOTH SIDES OF ENTRANCE ROAD. VEGETATION WITHIN SHALL BE PRUNED AND MAINTAINED AT A HEIGHT LESS THAN 2' TREE BRANCHES LOWER THAN 6' WITHIN THE TRIANGLES SHALL ALSO BE PRUNED.
5. FRONT PROPERTY LINES FOR LOTS 1 - 6 ARE THE CENTER LINE OF THE INGRESS/EGRESS EASEMENT.
6. ALL FRONT BUILDING SETBACKS SHALL BE MEASURED FROM THE EDGE OF THE INGRESS/EGRESS EASEMENT.
7. LOT CORNERS WITHIN THE SUBDIVISION SHALL BE SET WITHIN 90 DAYS OF THE APPROVAL AND RECORDATION OF THE FINAL PLAT AND WILL BE MONUMENTED IN ACCORDANCE WITH THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS BY THE REGISTERED LAND SURVEYOR OF RECORD. THE MONUMENTS SHALL BE 1/2" REBARS SET WITH PLASTIC CAPS INSCRIBED WITH "LS-----" AT EACH NEW LOT CORNER OR MISSING CORNER. ADDITIONALLY, LOT CORNERS LOCATED IN THE ROADWAY ASPHALT SHALL BE SET WITH 3" ALUMINUM CAPS INSCRIBED WITH "CITY OF SEDONA - LS-----".
8. THE FOUND MONUMENTS SHOWN HEREON ARE FROM THE NOTES OF THE ACTUAL FIELD SURVEY CONDUCTED BY _____ RLS # _____ ON _____
9. ALL RECORDED EASEMENTS ARE SHOWN AS PART OF THESE DOCUMENTS.
10. THE WORD "CERTIFICATION", AS SHOWN HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS DEPICTED ON THIS PLAT AND DOES NOT CONSTITUTE A WARRANT OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
11. THE LAND BEING SUBDIVIDED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
12. THE 15' UTILITY EASEMENT WITHIN LOT 6 IS PROVIDED FOR THE INSTALLATION OF A PRIVATE SANITARY SEWER SERVICE LINE BETWEEN APN 401-34-033A AND THE SEWER MAIN WITHIN CHAPEL ROAD.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS SOUTH 89 DEGREES, 10 MINUTES, 00 SECONDS, EAST (PER B.L.M. PLAT) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST G.&S.R.M., COCONINO COUNTY, ARIZONA.

LAND SURVEYOR CERTIFICATION

THIS FINAL PLAT AND SURVEY ON WHICH IT IS BASED WHERE CONDUCTED UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS MAP IS PUBLISHED SUBJECT TO ALL CONDITIONS, RESERVATIONS AND RESTRICTIONS OF THE PUBLIC RECORD ON THIS DATE.

STANLEY L. NIENHUSER RLS 29884

PRELIMINARY

SEFTON ENGINEERING CONSULTANTS

40 STUTZ BEARCAT DR.
 SEDONA, ARIZONA 86336
 PH: (928) 202-3999
 FAX: (888) 229-2970
 LS@SEFENGCO.COM

PRELIMINARY PLAT COVER SHEET

CHAPEL VIEW TERRACE

10 SKY LINE DRIVE, SEDONA, ARIZONA

SHEET TITLE:

PROJECT TITLE:

DRAWN BY: RJB

SCALE: AS NOTED

DATE: 06/23/2022

PROJECT NO: 210305

SHEET NO:

1 OF 2

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CHAPEL VIEW TERRACE PRELIMINARY PLAT

A SUBDIVISION OF PARCEL B, AS RECORDED IN INSTRUMENT #3686479 & INSTRUMENT #3807829, COCONINO COUNTY RECORDERS OFFICE LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA ORIGINAL ASSESSORS PARCEL NUMBER 401-34-033B CONTAINING ±3.29 ACRES ZONED SINGLE FAMILY RESIDENTIAL (RS-18) CASE NO. PZ21-00014 (SUB)

PRELIMINARY

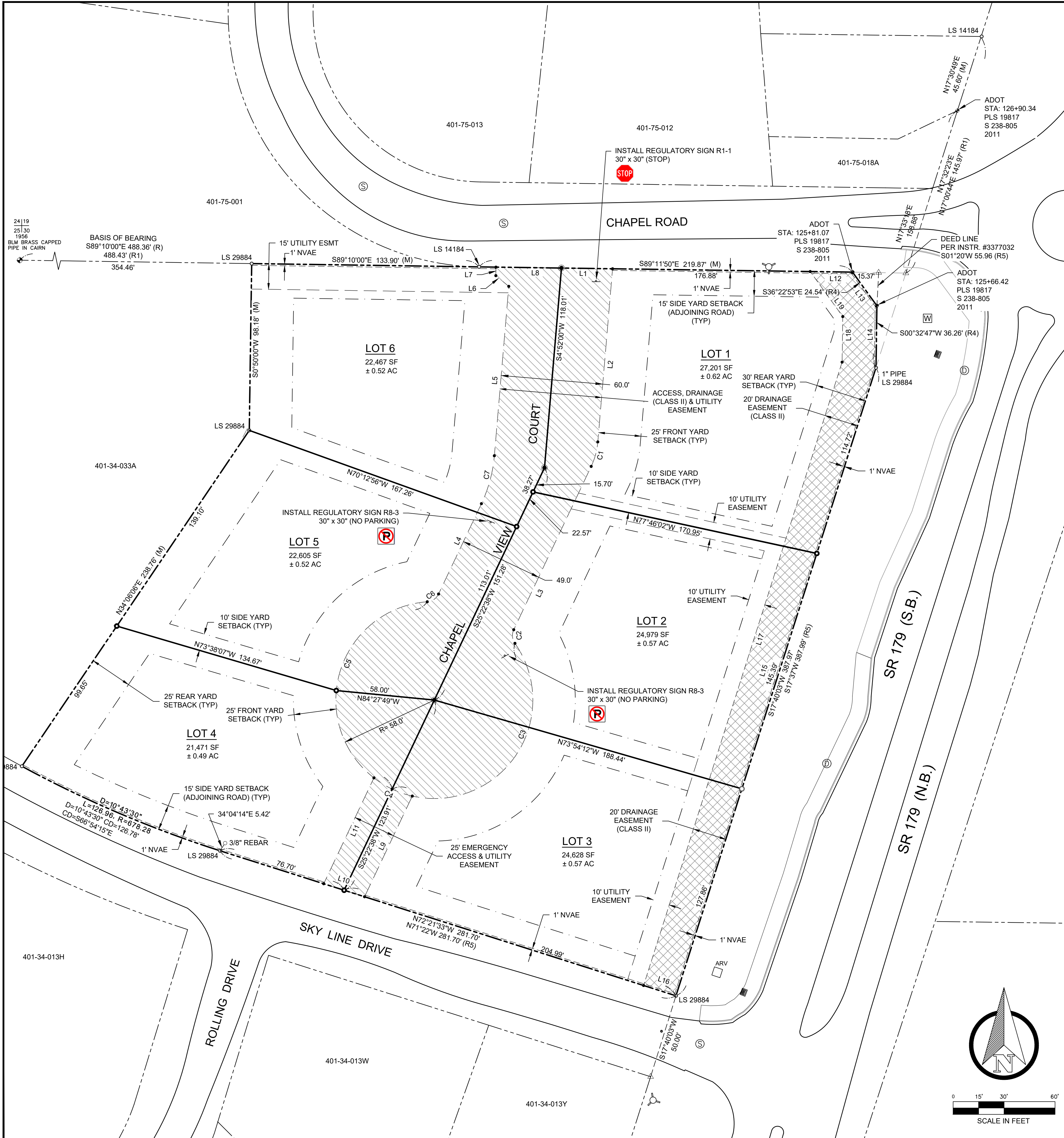
SEFTON
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40 STUTZ BEARCAT DR.
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PRELIMINARY PLAT

CHAPEL VIEW TERRACE

10 SKY LINE DRIVE, SEDONA, ARIZONA



ACCESS, UTILITY & DRAINAGE EASEMENTS CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LEN
C1	15.035'	42.00'	20.5107	S15° 07' 19"W	14.95'
C2	8.45'	8.00'	60.5000	S04° 52' 21"E	8.06'
C3	139.75'	58.00'	138.0541	S33° 54' 16"W	108.31'
C4	12.599'	58.00'	12.4459	N64° 37' 22"W	25.00'
C5	139.75'	58.00'	138.0541	N16° 51' 01"E	108.31'
C6	8.45'	8.00'	60.5000	N55° 37' 38"E	8.06'
C7	29.35'	82.00'	20.5107	N15° 07' 19"E	29.20'

ACCESS, UTILITY & DRAINAGE EASEMENTS LINE TABLE

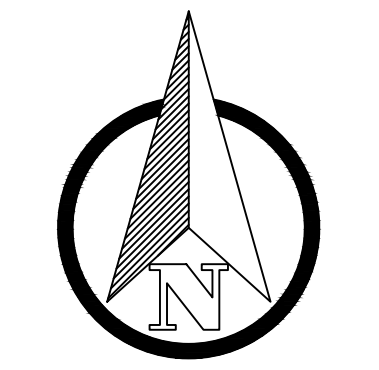
LINE #	LENGTH	DIRECTION
L1	30.08'	S89° 11' 50"E
L2	102.27'	S04° 52' 00"W
L3	106.37'	S25° 22' 38"W
L4	58.88'	N25° 22' 38"E
L5	100.06'	N04° 52' 00"E
L6	9.90'	N50° 15' 36"W
L7	5.00'	N00° 48' 10"E
L8	38.58'	S89° 11' 50"E
L9	65.58'	S25° 22' 38"W
L10	25.23'	N72° 21' 33"W
L11	68.97'	N25° 22' 38"E
L12	24.94'	S89° 11' 50"E
L13	24.46'	S35° 53' 16"E
L14	36.46'	S00° 51' 38"W
L15	387.97'	S17° 40' 03"W
L16	20.00'	N72° 21' 33"W
L17	385.08'	N17° 40' 03"E
L18	26.81'	N00° 50' 06"E
L19	32.72'	N35° 53' 16"W

LOT AREAS

LOT	GROSS	NET*	BUILDING
1	27,201	23,225	12,449
2	24,979	20,591	10,987
3	24,628	20,894	10,492
4	21,471	18,571	9,949
5	22,605	18,011	9,244
6	22,467	18,003	8,988

* NET AREA REFERS TO THE GROSS LOT AREA LESS THE ACCESS UTILITY & DRAINAGE EASEMENT AREA.

- LEGEND**
- ⊙ EXISTING SANITARY MANHOLE
 - ⊕ EXISTING WATER METER
 - ⊕ EXISTING WATER VALVE
 - ⊕ EXISTING GAS SERVICE
 - ⊕ EXISTING FIRE HYDRANT
 - ⊕ EXISTING APS TRANSFORMER
 - EASEMENT LINE
 - SUBDIVISION PERIMETER PROPERTY LINE
 - INTERIOR LOT LINE
 - ADJACENT PROPERTY LINE
 - ACCESS, DRAINAGE & UTILITY EASEMENT
 - DRAINAGE EASEMENT
 - NVAE: NON-VEHICULAR ACCESS EASEMENT
 - △ CALCULATED CORNER
 - ⊕ ADOT ALUMINUM CAP
 - CORNER FOUND AS INDICATED
 - LOT CORNER TO BE SET
 - CENTERLINE MONUMENTS TO BE SET
 - CALCULATED POINT ON EASEMENT
 - (R) RECORD PER INSTRUMENT #3686479, COCONINO COUNTY RECORDER
 - (R1) RECORD PER CASE 5, MAP 49A, COCONINO COUNTY RECORDER
 - (R2) RECORD PER BOOK 5 OF MAPS & PLATS, MAP 90 YAVAPAI COUNTY RECORDER
 - (R3) RECORD PER BOOK 24, PAGE 15, COCONINO COUNTY RECORDER
 - (R4) RECORD PER ADOT DRAWING #D-13-T-457 S.R. 179, FEDERAL ID NO. S 238-805 SHEET P-14
 - (R5) RECORD PER INSTRUMENT #3377032, COCONINO COUNTY RECORDER
 - (R6) RECORD PER INSTRUMENT #3686479, COCONINO COUNTY RECORDER



SHEET TITLE:

DRAWN BY: RJB

SCALE: 1" = 30'

DATE: 06/23/2022

PROJECT NO: 210305

SHEET NO.

2 OF 2

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**CITY COUNCIL
AGENDA BILL**

**AB 2861
December 13, 2022
Regular Items**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible direction regarding City Council's State Legislative priorities.

Department	City Manager
Time to Present	30 Minutes
Total Time for Item	60 Minutes
Other Council Meetings	September 28, 2021, November 9, 2021, September 27, 2022
Exhibits	A. Legislative Presentation to Council

City Attorney Approval	Reviewed 12/06/22 KWC	Expenditure Required	\$ N/A
City Manager's Recommendation	For discussion and direction only.	Amount Budgeted	\$ N/A
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On January 9, 2023, the Arizona State Legislature will begin the fifty sixth, first regular legislative session. In order to prepare for legislative advocacy work at the Arizona State Capitol, local governments typically adopt legislative priorities. This is also coordinated with the work of the Arizona League of Cities and Towns.

In November 2022, the City of Sedona finalized a contract with Policy Development Group (PDG) to provide legislative advocacy during the legislative session. In the 2022 legislative session, PDG worked on the City of Sedona's behalf to pursue legislative changes related to short-term rentals.

During the 2022 legislative session, several pieces of legislation were introduced related to short-term rentals. Along with the Deputy City Manager and City Attorney, PDG worked with the Arizona League of Cities and Towns and other cities and towns to educate and lobby the legislature. One outcome was a bill introduced by Representative Barton that addressed the City's unique needs and position related to short-term rentals. HB 2711 would have allowed cities with a population of less than 17,000 to regulate short-term rentals by setting a density cap locally, among other provisions.

While HB 2711 was not ultimately successful, the city's issues were highlighted with legislators and the city was able to provide testimony in committee during the February 14, 2022, hearing.

Ultimately, SB 1168 passed that provided more authority to local governments to license and regulate short-term rentals.

PDG will be representing the City of Sedona during the 2023 legislative on the City's state legislative priorities. During the council discussion, representatives from PDG will present an overview on the upcoming legislative session. Staff will present on the proposed legislative agenda for the City of Sedona.

Staff provides Council updates throughout the legislative session and asks Council to weigh in on emerging issues. Councilmembers have also been set up with accounts to log into the Request to Speak portal at the Arizona State Legislature to log-in to support and oppose bills.

Following the discussion, staff will work with PDG to develop talking points for the Mayor and Council to utilize during the legislative session.

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

Board/Commission Recommendation: Applicable - Not Applicable

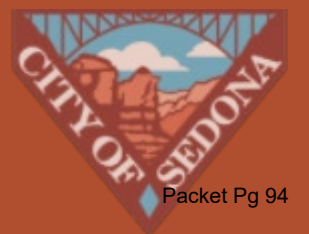
Alternative(s): None

MOTION

I move to: for presentation and direction purposes only.

Legislative Presentation to Council

December 13, 2022



56th Legislature – First Regular Session

- Session begins on January 9, 2023
- Newly-elected Governor – Democrat Katie Hobbs
- Both House and Senate will remain Republican Majority:
 - Arizona Senate Breakdown: 16 Republicans, 14 Democrats
 - Arizona House of Representatives Breakdown: 31 Republicans, 29 Democrats
- With narrow margins and divided government, likely to see extended legislative sessions

Expected Hot Topics

- Budget
- Water
- Border Security
- Election Reform – Including partisan elections
- Housing
- Homelessness
- Tax Proposals – Including Residential Rental Tax, Food Tax, Model City Tax Code

History on Short-Term Rental Legislation

- Several bills introduced last session to address nuisance, licensing and proliferation
- Successful legislation – SB 1168 – went into effect on September 24, 2022
 - Authorizes cities to license and address nuisance issues
 - City of Sedona enacted ordinance on November 28, 2022, to go into effect on February 15, 2023

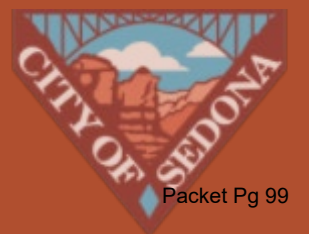
City of Sedona 2023 Legislative Platform

- This 2023 Legislative Platform reflects Council's legislative positions and priorities on current or anticipated legislative action at the state level. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the City of Sedona. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

City of Sedona 2023 Legislative Platform

- Revenue and Finance

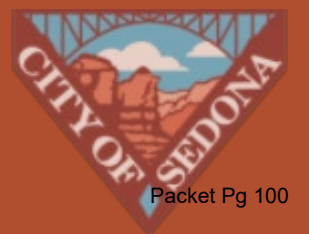
- A. Oppose legislation that results in the reduction of revenues collected by the City and support legislation that enhances revenue collections
- B. Protect ability to collect and use taxes in order to properly manage the operations of the City



City of Sedona 2023 Legislative Platform

- Governance

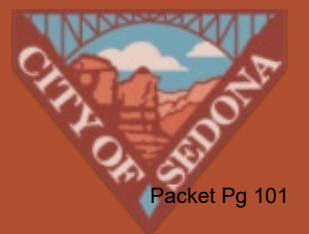
- A. Oppose legislation that reduces the City's local authority and support legislation that strengthens or increases local control
- B. Oppose legislation that reduces local government's ability to regulate zoning
- C. Support legislation to allow local governments with declining population the ability to refer existing voter-approved general plan back to voters (League Resolution)



City of Sedona 2023 Legislative Platform

- Governance

- D. Support legislation to address the proliferation of short-term rentals and support efforts to provide local authority to further regulate short-term rentals
- E. Support legislation to provide the ability for local and state government to regulate Off Highway Vehicles



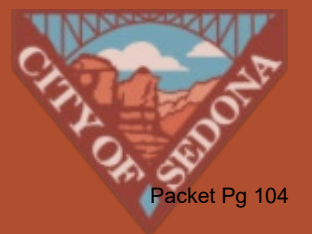
City of Sedona 2023 Legislative Platform

- Additional Proposals for Consideration
 - A. Support efforts to amend requirements for local governments for publishing notices in newspapers (League Resolution)
 - B. Oppose legislative efforts to require cities and towns to make local elections partisan
 - C. Support additional appropriations to the Housing Trust Fund (League Resolution)

2023 Legislative Process Next Steps

- Will continue Council updates and memo prior to Council meeting
- Will schedule meetings with Legislators at the Capitol
- Request to Speak:
 - Provides opportunity to weigh in on legislation through the portal on azleg.gov
 - Council has own log-in
 - PDG and Staff will notify Council when to weigh in on behalf of the City

Questions/Discussion





**CITY COUNCIL
AGENDA BILL**

**AB 2899
December 13, 2022
Regular Business**

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding updates to the Pilot Rent Local Program

Department	City Manager - Housing
Time to Present	5 min
Total Time for Item	20 min
Other Council Meetings	August 9, 2022
Exhibits	A. Program outline

City Attorney Approval	Reviewed 12/06/22 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Remove the requirement that a Rent Local property owner must refrain from short term renting for three years.	Amount Budgeted
		\$ 240,000
		Account No. 12-6220-59-6610 (Description) (Rent Incentives Program)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background:

In August of this year Council approved the pilot Rent Local program to create affordable rental opportunities for the Sedona workforce by incentivizing vacation rental operators to provide a year-long lease to a local. The program received excessive media coverage resulting in at least 200 phone calls before the program's launch September 1st.

Despite the overwhelming interest, we have received only three applications, and only one applicant qualified for the incentive. Because the program requires that the property be an operating short-term rental 'converting' to long-term rental, there was really no expectation that any applications could be ready before October 1st. Applicants likely need to honor existing reservations, make minor changes to the property, advertise availability and contract with a local tenant before applying.

However, many of the initial callers were ineligible or uninterested after learning the details for three reasons:

- 1) They lived outside of the City limits, most often in the Village of Oak Creek, but sometimes in Oak Creek canyon. Would we be willing to consider offering the incentive to homeowners in these areas?

- 2) They had not registered their property as a short-term rental. These were primarily existing homeowners with empty properties, and new buyers who purchased for the purpose of vacation rental but heard about the program and were reconsidering. A few had been renting short-term but had not registered their emergency contact with the City and were therefore ineligible.
- 3) They weren't willing to refrain from short-term rental for three years. In addition to multiple individuals, a property management company called to tell me this was a major deterrent to participation. This was a requirement suggested by the Citizen Advisory Group on Housing, despite the fact that we couldn't guarantee the incentive would be available for three years.

After discussing the third reason with the Citizen Advisory Group, they felt we should remove the requirement right away, rather than wait through the pilot. If there are other changes the Council would like to make based upon early response, now would be a good time. A mailing informing all registered short-term rental owners of the program, is ready to go out, but on hold, pending any change the Council approves as part of this agenda item.

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

Removing barriers to affordable housing and ensuring a healthy housing stock for workforce is directly related to the sustainability of City of Sedona as an organization and to the sustainability of Sedona as a community.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: remove the requirement that a Rent Local property owner must refrain from short-term renting for three years.

RENT LOCAL PILOT PROGRAM OUTLINE

PROGRAM OVERVIEW

The City of Sedona is piloting the RENT LOCAL incentive program to create local housing for Sedona's workforce. People working in Sedona struggle to find housing due to skyrocketing real estate prices and vacation rentals dominating the rental market. 15% of the city's homes are vacation rentals whose prices are unattainable for most of Sedona's working residents. Additionally, local businesses struggle to hire and remain open because there is nowhere for their employees to live.

The Pilot RENT LOCAL incentive program aims to increase the number of long-term rental units available to Sedona's workforce by offering financial incentives to homeowners, in exchange for long-term leases to locals. The Pilot program will be open to homeowners who currently rent their homes as short-term rentals.

The purpose of the Pilot program is to test this concept with the goal of housing more of the local workforce in Sedona, which will reduce commuter traffic and pollution, protect natural resource areas, and support the local economy.

INCENTIVES AND PILOT PROGRAM DURATION

The RENT LOCAL Incentive Program will begin accepting applications September 1, 2022. The Pilot Program will remain in effect for one year or until \$240,000 in incentives have been provided.

Incentive Rates:

- Full property or a separated living space with private entry, private bath, private kitchen and available outdoor space

Studio - \$6000

1BR - \$7000

2BR - \$8500

3BR - \$10,000

- Rooms rented in a home with shared entry, bath, kitchen, or no outdoor space

1BR - \$3000

2BR - \$4000

3BR - \$5000

PROGRAM ADMINISTRATION

The City will issue 50% of the award payment to participating property owners 30 days after the lease's execution date upon verification of satisfactory move-in. A second installment of 50% will be granted at the close of the lease, pending compliance checks of the executed lease agreement.

Compliance: A Program Review Committee (PRC) made up of City staff will be created to approve applications and make all final determinations as to eligibility and compliance during the Pilot program. The PRC will review a copy of the signed lease agreement prior to releasing the first award payment.

Additionally, The City will conduct lease compliance checks midway through the lease and at the lease's completion. The City will require proof that the lease is active and in good standing from both the property owner and the tenants during all compliance checks.

The property owner is responsible for all tenant recruitment, background checks, lease negotiations, etc. prior to signing a lease. The property owner is also responsible for all property management.

PROPERTY/ HOMEOWNER ELIGIBILITY

Property owners must complete an application to the City of Sedona within 30 days of signing a lease with a qualifying tenant and comply with the following criteria to be considered for the Pilot RENT LOCAL incentive program:

Location: The home must be in the Sedona City Limits

Status: The home must be a legally permitted unit. The home must have been operated as a short-term rental for at least three months prior to the application. Only one incentive will be allowed per address.

Ownership: The applicant must be the owner of the property.

Rental Affordability: Homeowners participating in the Program can charge fair market rent. Fair rental rates for the Program are dependent on condition of the unit, number of bedrooms, utilities included, and other amenities offered. The City of Sedona reserves the right to decline awards to owners charging more than a fair market rate. The maximum qualifying rental rate is \$2200/month for a 3BR home.

Property Condition: The home must meet basic safety and quality criteria per Sedona building codes.

Program Contract: The homeowner must sign an agreement with the City of Sedona. The agreement requires that the homeowner pledge not to operate the property as a vacation/short-term rental for at least three years. (The incentives may or may not be available in the two subsequent years, depending upon program success)

Signed Lease Agreement: The homeowner must sign a minimum one-year lease agreement with qualified tenants working in Sedona.

Successful Midway and Final Lease Checks for Final Award: Leases will be checked for compliance by the City via communication with the homeowner and tenants at the midway and final lease marks. Failure to meet lease requirements at either of these points disqualifies the homeowner from additional reward payments.

Developers or employers as landlords: Only private homeowners are eligible for the Program. Employers renting to their own employees are not eligible.

Change of Ownership: If a homeowner sells the property during the lease period, the selling homeowner is disqualified from the program and must return all incentive funds, unless the new owner maintains the lease, in which case the new owner will be paid the final installment. Failure to Comply with Lease: If the homeowner does not meet lease agreements at the midway and final mark, The City staff will work with the homeowner to rectify the situation. If an agreement cannot be reached, the homeowner will be disqualified from receiving the second installment.

Maximum Incentive: The maximum incentive any one homeowner can receive during the pilot program is \$25,000.

ELIGIBILITY FOR TENANTS

Work Locally: At least one tenant in the household must have worked at least 30 hours per week for at least 30 days for an employer based in the Sedona City Limits and be currently employed with a local employer. Exceptions will be made for tenants who are disabled or retired as long as they have lived in Sedona for at least two of the last five years.

Required Documentation: Each adult applicant in the household must submit the following documentation along with their applications:

- Copy of driver license or other government issued photo ID.
- Copy of W2 and/or recent paystub.

Household Defined: one or more adults related (family/marriage) OR unrelated but living together in one unit.

Tenant Defined: a single adult, 18 years or older, renting for use as their primary residence.

Arm's length: The homeowner and tenant may not be related by blood or marriage

PROGRAM EVALUATION

Staff will evaluate the Pilot Program to ensure community resources are being efficiently utilized. Upon completion of the Pilot, staff will produce a report using the following criteria to measure success and to evaluate whether to seek additional funding to continue the program:

- Number of tenants served. *Pilot goal = 35*
- Types of homes made available (size, location, condo or single-family). *Pilot goal = diversity of*
- Number of units converted from short-term rental. *Pilot goal = 25*
- Rental prices for each unit in the program, average per bedroom.
- Income of renter households. *Pilot goal = Avg rental prices = < 35% of household income*
- Employers served.
- Number of rentals extended beyond twelve (12)-month leases.
- Program participant surveys (homeowners and tenants).

HOW TO APPLY

The program application is available online at www.sedonaaz.gov/housing. You'll find all the information about RENT LOCAL under the "local housing programs" heading.