

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, OCTOBER 8, 2024

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

2. ROLL CALL/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Approval of September 24, 2024 - Special Meeting Executive Session Minutes.
- b. Approval of September 24, 2024 - Regular Meeting Minutes.
- c. AB 3126 Approval of a professional services contract with Southwest Environmental Consultants, Inc., in an amount of \$96,064 for the design of Shelby Drive II Shared-Use Path.
- d. AB 3123 Approval of a Resolution approving a Settlement Agreement with 741 Forest Road, LLC to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. 741 Forest Road, LLC, et al., Coconino County Superior Court Case No. CV202200090.

4. APPOINTMENTS - None

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

6. PUBLIC FORUM

(This is the time for the public to comment on any issue within the jurisdiction of City Council 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


- a. AB 3092 **Presentation/discussion** with Northern Arizona Healthcare (NAH) Chief Operating Officer Bo Cofield and VP, Construction and Real Estate Development Steve Eiss.
- b. AB 3071 **Public Hearing/discussion/possible action** regarding adoption of Draft Land Use Assumptions, Infrastructure Improvement Plan (IIP), and Development Fees.
- c. AB 2953 **Presentation/discussion** regarding the June 2024 Sales and Bed Tax Report.
- d. AB 3120 **Discussion/possible action** regarding an Ordinance amending Sedona City Code Title 13 (Public Service and Utilities) Division I Wastewater, amending Chapter 13.05 Definitions, Sewer Availability, and other miscellaneous amendments. (First Meeting)
- e. AB 3097 **Discussion/possible action** regarding an Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic), Section 10.15.040 (Speed Limits); and the voluntary agreement with local OHV rental companies and the improper motor vehicle equipment ordinance. (Second Meeting)
- f. AB 3099 **Discussion/possible action** regarding the future of the Historical Preservation Commission.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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



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- g. AB 3066 Discussion/possible action regarding future meeting/agenda items. 

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.

10. ADJOURNMENT

Posted: 9/27/24

By: JC

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.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in 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
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 24, 2024, 3:00 p.m.**

1. Call to Order

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

2. Roll Call

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

Staff Present item: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Community Development Steve Mertes, Director of Financial Services Barbara Whitehorn, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Fultz moved to enter into Executive Session at 3:03 p.m. Seconded by Councilor Kinsella. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

- a. **Discussion and consultation to consider its position and instruct its attorneys and designated representatives regarding contract negotiation and negotiations for the purchase, sale or lease of real property in the area between SR 179 and Canyon Drive and just north of SR 179 and Copper Cliffs Drive, in the area south of SR 89A just west of Brewer Road, and in the area north of SR 89A between Madole Road and Stutz Bearcat Drive. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(4) & (7).**
- b. **Discussion and consultation for legal advice with the City Attorney, to consider the City's position, and instruct its attorneys regarding pending or contemplated litigation or settlement discussions in order to avoid or resolve litigation in the matter of La Tierra 1146, LLC's A.R.S. 12-1134 notice of claim regarding Yavapai County APN 408-25-040K and 408-25-040P. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7).**
- c. **Return to open session. Discussion/possible action regarding executive session items including adoption of a resolution amending Resolution 2024-08 waiving partial enforcement of Ordinance 2023-03 on two additional parcels Yavapai County APN 408-35-040K and 408-25-040P.**

Reconvened in open session at 3:59 p.m.

Motion: Councilor Kinsella moved to adopt Resolution 2024-24, amending Resolution 2024-08 waiving partial enforcement of Ordinance 2023-03 on two additional parcels

Yavapai County APN 408-35-040K and 408-25-040P. Seconded by Councilor Williamson. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

4. Adjournment

Mayor Jablow adjourned the meeting at 4:00 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 24, 2024.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 24, 2024, 4:30 p.m.

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

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

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Public Works/City Engineer Kurt Harris, Assistant City Attorney Monique Coady, Director of Community Development Steve Mertes, Associate Engineer Jonathan Hoffman, Associate Engineer James Crowley, Interim Housing Manager Jeanne Frieder, Planning Manager Cari Meyer, Director of Financial Services Barbara Whitehorn, Purchasing Administrator Ian Coubrough, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

- a. **Minutes - September 10, 2024 City Council Meeting - Executive Session.**
- b. **Minutes - September 10, 2024 City Council Regular Meeting.**
- c. **Minutes - September 11, 2024 City Council Special Meeting.**
- d. **Approval of Proclamation, Meals on Wheels 40th Anniversary, September 28, 2024.**
- e. **AB 3108 Approval of an amendment to Sedona City Code (SCC) Sections 12.05.040 and 12.05.110, modifying the Maricopa Association of Governments (MAG) and specifications regarding utility trench backfill procedures. (Second meeting)**
- f. **AB 3109 Approval of a recommendation regarding an application for a Temporary Extension of Premises/Patio Permit Liquor License for Mooney's Shebeen LLC, DBA Mooney's Irish Pub, located at 671 SR 179, BST-4, Sedona, AZ.**
- g. **AB 3114 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Yavapai County Flood Control District (YCFCD) contributing an amount not-to-exceed \$300,000 in YCFCD funds to be used for the design and construction of general drainage improvement projects.**
- h. **AB 3118 Approval of a Resolution approving the form of the lease purchase agreement with Zions Bancorporation, N.A. and authorizing the execution and delivery thereof for the purchase of four (4) replacement Police Interceptors in the amount of \$360,769.02, plus interest.**

Item 3h was pulled off Consent Items by staff.

Motion: Vice Mayor Ploog moved to approve consent items 3a – 3g. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Ian Coubrough explained the change in the Lease Purchase Agreement being Exh. A of the agreement and the payment schedule.

Motion: Councilor Kinsella moved to approve Resolution No. 2024-25, approving the form of the lease purchase agreement with Zions Bancorporation, N.A. and authorizing the execution and delivery thereof for the purchase of four (4) replacement Police Interceptors in the amount of \$360,769.02, plus interest, as amended in Exh A. Seconded by Vice Mayor Ploog. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

4. Appointments - None.

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

Councilor Kinsella invited all to attend the 40th Anniversary Celebration of Sedona Community Center’s Meals on Wheels Program on September 28, 2024 from 10:00 a.m.-2:00 p.m.

6. Public Forum

Opened to public at 4:35 p.m.

The following voiced concerns regarding unregulated pickleball courts/sports courts and urged Council to regulate pickleball courts/sport courts on private property within City limits:

Becky Hofer, Sedona, Samantha Hofer, Sedona, Ellen Engelstein, Sedona, James Blair, Sedona, Robert Pifke, Sedona.

Brought back to Council at 4:51 p.m.

7. Proclamations, Recognitions & Awards

a. Proclamation, Meals on Wheels 40th Anniversary, September 26, 2024.

Mayor Jablow presented the proclamation to Marjorie Harris, Executive Director of the Sedona Community Center. Marjorie thanked Council for their support.

Item 8c was moved up prior to item 8a.

8. Regular Business

Motion: Vice Mayor Ploog moved to enter into Executive Session regarding item 8a. Village at Saddlerock Crossing at 5:40 p.m. Seconded by Councilor Williamson. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Reconvened in open session at 6:05 p.m.

No action taken.

- a. **AB 3035 Public Hearing/possible action regarding a request for approval of a Zone Change (ZC) and Development Agreement to allow for development of a 100-room hotel and 46-unit multifamily housing project (Village at Saddlerock Crossing) at 1259 & 1335 W State Route 89A; 82 & 86 Saddlerock Circle; and 105 Elk Road. The property is within the Soldiers Pass Community Focus Area, is ±6.3 acres, and is located south of the intersection of W State Route 89A and Soldiers Pass Road between Saddlerock Circle and Elk Road. APN: 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012, 408-26-013, 408-26-014, 408-26-086A, 408-26-088. The requested Zone Change is from CO (Commercial) and RM-2 (Medium-High Density Multifamily) to L (Lodging). Case Number: PZ19-00005 (ZC, DEV) Owner/Applicant: The Baney Corporation (Curt Baney) Authorized Representative: Withey Morris Baugh, PLC (Jason Morris and Benjamin Tate).**

Presentation by Cari Meyer.

Questions and comments from Council.

Presentation by Ben Tate of Withey Morris Baugh representing the Baney family.

Break at 6:58 p.m. Reconvened at 7:22 p.m.

Questions and comments from Council

Opened Public Hearing at 8:20 p.m.

The following spoke in favor of the zone change:

Larry Jackson (spoke for himself and wife), Sedona, , Hayden Baney, Baney Corporation, Bend, Oregon, Carol Rizzi (spoke for herself and husband John), Sedona, Tom Carter (Sonya), Sedona.

The following spoke in opposition to the zone change:

Michael Vitek, Sedona, Ann Kelley spoke for Sedona Residents Unite, Sedona, Colleen Hallinan, Sedona, gave her time to Allen Sirotkiu, Sedona, Kristen Brock, Sedona, Peter Brock, Sedona.

Howard Kipnis, Sedona, spoke in favor of the item or continuation.

Brigitte Laurica, Sedona, requested continuation or denial.

Closed Public Hearing at 8:51 p.m.

Comments from Council.

Motion: Councilor Williamson moved approve Ordinance No. 2024-06, regarding case number PZ 19-00005 (ZC), Village at Saddlerock Crossing, rezoning the property identified herein from its present designation of CO (Commercial) & RM-2 (Medium-High Density Multifamily) to L (Lodging), based on compliance with ordinance requirements, consistency with the Sedona Community Plan, Soldiers Pass CFA Plan, Transportation Master Plan, GO! Sedona Pathways Plan, Climate Action Plan, the Land Development Code, and the requirements for approval, as

specified in LDC Sections 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements, and conditions of approval as recommended by the Planning and Zoning Commission, subject to the Conditions of Approval, as amended. Seconded by Councilor Dunn. Vote: Motion passed with four (4) in favor (Dunn, Fultz, Furman, Williamson) and three (3) opposed (Jablow, Kinsella, Ploog).

Motion: Councilor Williamson moved to approve Resolution 2024-26 authorizing the City of Sedona to enter into a development agreement with Baney Corporation for the development of a lodging and multifamily residential mixed-use project at 1259 & 1335 W State Route 89A; 82 & 86 Saddlerock Circle; and 105 Elk Road. Seconded by Councilor Dunn. Vote: Motion passed with four (4) in favor (Dunn, Fultz, Furman, Williamson) and three (3) opposed (Jablow, Kinsella, Ploog).

Break at 9:53 p.m. Reconvened in open session 9:59 p.m.

b. AB 3087 Discussion/possible action regarding the award of a Construction Contract for the Dry Creek Road Shared-Use Pathway Improvements Project, Two Fences Trailhead to Gringo Road, to the contractor Mulcaire & Son Contracting, LLC, in an amount not-to-exceed \$376,019.90.

Presentation by Kurt Harris and Jonathan Hoffman.

Comments and questions from Council.

Motion: Councilor Williamson moved approve award of the construction contract with Mulcaire & Son Contraction, LLC for the Dry Creek Road Shared-Use Pathway Improvements Project, Two-Fences Trailhead to Gringo Road, in an amount not-to-exceed \$376,019.90, subject to approval of the written contract by the City Attorney's Office. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Item 8c AB 3071 was moved prior to item 8a AB 3035.

c. AB 3071 Discussion/possible direction on Land Use Assumptions (LUA), Infrastructure Improvement Plan (IIP), and Development Fees.

Presentation by Presentation by Ben Griffin, Senior Fiscal/Economic Analyst, Tischler Bise, Inc., and Anette Spickard.

Comments and questions from Council.

By majority consensus, Council directed staff to do more comparisons, as close to comparing apples to apples as possible, from neighboring cities regarding the other funding sources used for CIP projects and parks, and other funding options may be available for consideration and to bring back to Council at the November 12, 2024 Council meeting.

d. AB 3066 Discussion/possible action regarding future meeting/agenda items.

Mayor Jablow advised Council will be meeting with the Sedona Fire District Board in the

Vultee Conference Room tomorrow starting at 1:00 p.m.

b. 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.**

10. Adjournment

Mayor Jablow adjourned the meeting at 10:12 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on September 24, 2024.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 3126
October 8, 2024
Consent Items**

Agenda Item: 3c
Proposed Action & Subject: Approval of a professional services contract with Southwest Environmental Consultants, Inc., in an amount of \$96,064 for the design of Shelby Drive II Shared-Use Path.

Department Public Works/Sandy Phillips
Time to Present N/A
Total Time for Item N/A
Other Council Meetings November 12, 2024 (future ADOT IGA)
Exhibits Exhibit A: Design Contract

Finance Approval	Reviewed 9/23/24 BGW	<table border="1"> <tr> <td colspan="2">Expenditure Required</td> </tr> <tr> <td></td> <td>\$ 96,064.00</td> </tr> <tr> <td colspan="2">Amount Budgeted</td> </tr> <tr> <td></td> <td>\$ 675,000 (FY25)</td> </tr> <tr> <td>Account No.</td> <td>22-5320-89-68E7</td> </tr> <tr> <td>(Description)</td> <td>Shelby Road II SUP</td> </tr> </table>	Expenditure Required			\$ 96,064.00	Amount Budgeted			\$ 675,000 (FY25)	Account No.	22-5320-89-68E7	(Description)	Shelby Road II SUP
Expenditure Required														
	\$ 96,064.00													
Amount Budgeted														
	\$ 675,000 (FY25)													
Account No.	22-5320-89-68E7													
(Description)	Shelby Road II SUP													
City Attorney Approval	Reviewed 9/23/24 KWC													
City Manager's Recommendation	Approve contract ABS 9/25/24													

SUMMARY STATEMENT

Background:

The City of Sedona received Congressionally Directed Spending (CDS) funding for the development of Shelby Drive in 2022. However, costs were incurred prior to funding authorization for the Shelby Drive Roadway Improvements (ST-04), so the funds were rolled over towards this project or "Phase 2" which includes widening the existing sidewalk on the remainder of Shelby Drive to 8 to 10 feet on one side, to create a shared-use path (SUP). The agreement with the State is to provide \$500,000.00 towards construction of the SUP, with a City match of \$1,000,000.00 and any additional costs.

The SUP built under ST-04 currently ends in front of Sedona Recycles, at the south end of Shelby Drive, where it narrows to 5'. This project will extend it to the north by widening the existing 5' sidewalk on the east side of Shelby Drive, between Sedona Recycles and Whippet Way. At the raised crosswalk just south of Whippet Way, the path will cross Shelby Drive to continue north on the west side of the road, along the Wyndham property. However, the existing sidewalk north of the Wyndham property (along 55 Shelby Drive and 2301 W SR89A) is adjacent to a retaining wall and private parking areas with a significant change in grade. For this section, Shelby Drive may need realignment, narrowing, or other modifications to ensure

this portion of the path is at least 8' in width. Widening the existing sidewalks will require new access easements from several property owners.



Figure 1: Proposed Alignment

Budget:

The contract amount for design of the Shelby Drive II Shared Use Path Project is within the \$675,000 FY25 amount budgeted for the project. An IGA, with the Arizona Department of Transportation (ADOT), will be provided to council for approval at the November 12, 2024 meeting, to allow \$500,000 to be provided by ADOT for the construction of the project.

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

One of the strategies in the Climate Action Plan is regarding bike/pedestrian infrastructure: “Accelerate the development of the Sedona Trails & Pathways System so that residents and visitors have a safe and healthy alternative to driving. Implement the GO! Sedona Pathways Plan”.

The GO! Sedona Pathways Plan shows Shelby Drive “Proposed Pathway”.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could choose to not approve the contract for design of the project. If this meant the project does not move forward, the \$500,000 ADOT funding may be compromised.

MOTION

I move to: approve a professional services contract for the design of the Shelby Drive II Shared-Use Path Project in an amount not-to-exceed \$96,064, subject to approval of the contract by the City Attorney’s Office.

**DEPARTMENTAL CONTRACT FOR SERVICES FOR
THE CITY OF SEDONA**

This Contract ("CONTRACT") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Southwest Environmental Consultants, Inc. ("CONTRACTOR").

RECITALS

- A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, Scope of Work.
- B. CITY desires to retain the services of CONTRACTOR to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONTRACTOR desires to provide CITY with the services and produce the specific work set forth in this Exhibit A in accordance with the practices and standards set forth in this Contract; and
- D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONTRACTOR agrees to perform everything required to be performed and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform certain services and complete all work in connection with the **SIM11Q – Shelby Drive Shared-Use Path Final Design** (the "Project") as set forth in **Exhibit A "Scope of Work"** attached hereto and incorporated herein by reference. The work includes any and all Services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional and timely manner with due diligence and in strict compliance with the applicable Maricopa Association of Government (MAG) Specifications and CONTRACTOR'S proposal as set forth in Exhibit A. The CONTRACTOR shall work closely with the CITY and its designated employees to complete the Project. The CONTRACTOR shall perform the work required by and outlined in Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade or profession in conformity with the best standards in the industry at the time and locality where the services are provided.
- B. Change in Scope of Work. If deemed necessary by CITY, the CONTRACTOR and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time and cost required for those tasks. Any work that is different from or in addition to the work specified in Exhibit A shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written

amendment executed by the City Manager and CONTRACTOR. If CONTRACTOR proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claim for unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to agree to any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this CONTRACT.

- C. Inspection; Acceptance. All work and Services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR'S performance. If requested by CITY, CONTRACTOR will provide CITY with any record drawings at completion of the project in such form and detail as the CITY may require.
- D. Time. Time is of the essence for this Contract. The CONTRACTOR shall complete all Services timely, efficiently and in accordance with any time schedule set forth in Exhibit A.
- E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work or services, documents, designs, specification, and/or drawings provided by the CONTRACTOR.
- F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

- A. Compensation. The CITY agrees to pay CONTRACTOR as compensation for the work and/or services performed in accordance with the Scope of Work according to the fee schedule set forth in **Exhibit A**, if any, an amount not to exceed **\$96,064.00**. Except as otherwise set forth in this CONTRACT, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONTRACTOR will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date an invoice is received by the CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, and for the hours billed, if applicable. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONTRACTOR shall continue to render the services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the work and/or services or CONTRACTOR'S performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- C. Expenses. Any fee required by any governmental agency in order for CONTRACTOR to

accomplish a task hereunder may be reimbursed by CITY, however, no reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONTRACTOR shall be solely responsible for any tax obligations resulting from CONTRACTORS performance of this CONTRACT. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

3. **PROFESSIONAL RESPONSIBILITY**. The CONTRACTOR hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing that are required by law. CONTRACTOR warrants that the services rendered will conform to the requirements of this CONTRACT and the professional standards of the CONTRACTOR'S trade or field. The CITY has no obligation to provide CONTRACTOR with any equipment, business registrations, licenses, tools, or materials required to perform the Scope of Work. CONTRACTOR shall maintain a valid license through the Arizona Register of Contractors for all types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the CITY if applicable.

4. **COMPLIANCE WITH LAW**. It is required that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations in effect on the date of this CONTRACT. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. This CONTRACT shall be read to include each, and every provision of law and any clause required by law to be included and this CONTRACT shall be enforced as though such provisions were included.

5. **INDEMNIFICATION**. To the fullest extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTORS work or Services in the performance of this CONTRACT. In consideration of the award of this Agreement, CONTRACTOR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONTRACTOR for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification survives the expiration or termination of this CONTRACT.

6. **INSURANCE**.

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as requested by CITY, either in the initial bid, or prior to commencement of particular tasks. The CONTRACTOR shall submit to CITY before any work is performed, certificates from the CONTRACTOR'S insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

3. Commercial General or Business Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONTRACTOR'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, if professional services are utilized by CONTRACTOR for design and performance of the Project. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. In the event the policy is written on a "claims made" basis, the CONTRACTOR warrants that any retroactive date shall precede any work on the Project. Coverage must have no exclusion for design-build projects.

B. CONTRACTOR shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONTRACTOR pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII or higher, unless CONTRACTOR obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONTRACTOR'S insurance agent(s)

as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this CONTRACT and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

- E. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this CONTRACT or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.
 - F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this Project.
 - G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
 - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
 - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
7. **NON-ASSIGNABILITY.** Neither this CONTRACT, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
8. **TERM; TERMINATION.**
- A. Term. This CONTRACT shall terminate on **6/30/2025**, or at such earlier time as all work included in the Scope of Work is completed or the CONTRACT otherwise terminates as provided herein.
 - B. Termination for Convenience. This CONTRACT is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of

written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this CONTRACT, CITY shall have any remedy or right of set-off available at law and equity. If applicable, upon any termination of this CONTRACT, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or this CONTRACT. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

- C. Termination for Cause. CITY may terminate this CONTRACT for cause if CONSULTANT fails to cure any breach of this CONTRACT within seven days after receipt of written notice specifying the breach.
 - D. Extension for Procurement Purposes. Upon expiration of the Term of this CONTRACT, including the initial term and any renewals, at the CITY'S discretion, this CONTRACT may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide services/materials similar to those provided under this CONTRACT. There are no automatic renewals of this CONTRACT.
 - E. Appropriation of Funds. Every payment obligation of the CITY under this CONTRACT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this CONTRACT, This CONTRACT may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
9. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This CONTRACT shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. 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.
10. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this CONTRACT and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this CONTRACT shall be and remain employees or agents of the CONTRACTOR for all purposes. The CITY does not have the authority to supervise or control the actual work of CONTRACTOR, its employees or subcontractors. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.
11. **NO WAIVER.** Delays in enforcement or the waiver of one (1) or more defaults or breaches of

this CONTRACT by CITY shall not constitute a waiver of any of the other terms or obligations of this CONTRACT.

12. ENTIRE AGREEMENT. This CONTRACT, together with the attached Exhibits, is the entire agreement between the CONTRACTOR and CITY, superseding all prior oral or written communications. If anything in the attached Exhibits is inconsistent with the provisions of this CONTRACT, the provisions of this CONTRACT shall govern. None of the provisions of this CONTRACT may be amended, modified or changed except by written amendment executed by both parties. This CONTRACT will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the CONTRACT. In the event any term or provision of this CONTRACT is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this CONTRACT shall be construed and enforced as if it did not contain the term or provision.

13. NON-DISCRIMINATION. CONTRACTOR, its agents, employees, and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

14. COMPLIANCE WITH FEDERAL AND STATE LAWS.

- A. In the performance of this CONTRACT, CONTRACTOR will abide by and conform to any and all federal, state and local laws.
- B. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this CONTRACT and shall subject CONTRACTOR to penalties up to and including termination of this CONTRACT at the sole discretion of CITY. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this CONTRACT to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist the CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- C. The provisions of this Section must be included in any contract CONTRACTOR enters into

with any and all of its subcontractors who provide services under this CONTRACT or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building, transportation facility or improvement to real property.

- D. If applicable (CONTRACTOR is a natural person), CONTRACTOR shall execute the required documentation and affidavit of lawful presence as set forth in ARS §1-502/8 USC §1621 (**Exhibit B**).
- E. CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If applicable, CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."
15. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this CONTRACT. In the event any dispute cannot be resolved through direct discussions, the parties may endeavor to settle the dispute through voluntary mediation. If the dispute cannot be resolved, the matter may then be submitted to the judicial system.
16. **DELAYS.** CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.
17. **REMEDIES UPON BREACH.** If any party to this CONTRACT materially breaches the terms of the CONTRACT, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. §12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.
18. **CONFLICT OF INTEREST.** From the date of this CONTRACT through the termination of its Service to CITY, CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this CONTRACT and/or adversely impact the quality of the work under this CONTRACT without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be at the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this CONTRACT is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

19. **NOTICE.** Any notice or communication between CONTRACTOR and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager or City Department Head
102 Roadrunner Drive
Sedona, AZ 86336

CONTRACTOR: Southerst Environmental Consultants, Inc.
Attn: Krishan Ginige
825 Cove Parkway
Cottonwood, AZ 86326

20. **EXHIBITS.** The following exhibits, are a part of this CONTRACT and are incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this CONTRACT, the terms of the CONTRACT shall control.

21. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this CONTRACT constitutes official notice to proceed with the work.

22. **PUBLIC RECORDS.** Notwithstanding any provisions of this CONTRACT regarding confidentiality, secrets, or protected rights, CONTRACTOR acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. §39-121 and related provisions. In the event CONTRACTOR objects to any disclosure, CONTRACTOR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CONTRACTOR agrees to indemnify CITY from an claims, actions, lawsuits, damages and losses resulting from CONTRACTOR's objection to the disclosure.

23. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONTRACTOR certifies and agrees that it is not currently engaged in and for the duration of the CONTRACT will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

**SOUTHWEST ENVIRONMENTAL
CONSULTANTS, INC.**

DocuSigned by:
By: krishan Ginige
EB9CF55736AE478
Title: President

I hereby affirm that I am authorized to enter into and sign this CONTRACT on behalf of CONSULTANT

EXHIBITS

Exhibit A

- Scope of Work and Associated Costs.

Exhibit B

- Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

SEC, Inc.
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889

August 30, 2024

Sandra Phillips, PE, CFM, ENV SP
City of Sedona
Assistant Director of Public Works

RE: Proposal/Quote for Engineering and Surveying Services on Shelby Drive Shared Use Path located in Sedona, AZ. Phase 2 (Final design)

Dear Sandy,

Thank you for contacting SEC for your engineering and survey needs. Based on our understanding of the project, the City is interested in extending the Shared-Use-Path (SUP) on Shelby from the 89A intersection approximately 3000 LF south and connecting to the existing SUP. Final design will be a combination of already developed options. Phase 2 will consist of final designs.

We propose to provide the following services:

- Gather additional survey data
- Site investigations
- 30% Plans
 - Civil Plans
 - Drainage review
 - Meetings/Coordination
- 60% Plans
 - Civil Plans
 - Details
 - Drainage review
 - Cost Estimate
 - Meetings/Coordination
- 90% Plans
 - Civil Plans
 - Details
 - Drainage review
 - Cost Estimates
 - Meetings/Coordination
- 100% Plans
 - Final Civil Plans
 - Cost Estimate
 - Meetings/Coordination

We anticipate drainage review would not be required at this stage of the review. Geo Technical investigation, pothole investigation, utility relocation design is not a part of this proposal.

We propose completing the above-mentioned survey and engineering work for a lump Sum cost of **\$96,064.00**. Attached is the Work order for your review and signature. We will proceed with the work once you have returned a signed copy. Schedules A&B are made a part of the contract & attached for your reference.

Thank you for the opportunity to provide you with this proposal for the costs of surveying and engineering services on this project. If you have any questions, please do not hesitate to contact me at (928) 634-5889 or kginige@sec-landmgt.com. Thank you and we look forward to assisting you with your surveying, engineering, and planning needs.

Sincerely,



Krishan Ginige, P.E.
President
SEC Job 2023-1006S





SEC, INC.
825 COVE PARKWAY, SUITE A
COTTONWOOD, AZ 86326

WORK ORDER

Date Opened 08-30-2024 Date Required ASAP

Project Name COS-Shelby Dr SUP/Design Project No. 23-1006S

Ordered by Hanako Ueda/Sandra Phillips Email sphillips@sedonaaaz.gov

Bill to COS C/O Sandy Phillips Phone (928) 203-5076

Street 102 Roadrunner Drive City Sedona State AZ Zip 86336

Received by Krishan Ginige Office Letter Phone Other

PROJECT LOCATION Shelby Drive Shared Use Path located in Sedona, AZ

PROJECT DESCRIPTION Design (Phase 2)

- 1) Per attached SEC Proposal Letter, dated 8/30/24, attached hereto and made a part of this Work Order.
- 2) Any additional requests will be billed as "extra" items at current Time & Materials rates. Prior approval will be obtained before proceeding.

SEC, Inc. agrees to perform the work outlined herein under the terms and conditions set forth in Schedules A and B, attached hereto and made a part hereof. Client agrees to pay a Lump Sum fee of \$ 96,064.00. This fee is based upon information provided to SEC, Inc. by client, and in the event the information is inaccurate, or in the event of unforeseen circumstances, this cost may change.

If additional work is requested during the project agreed to be performed under this agreement, fees will be based on the current SEC, Inc., hourly rate schedule. The balance due to SEC, Inc., shall be paid upon completion, or in payments during the course of the project. All past due accounts after deducting current payments and credits, shall bear interest at the rate of 1¾ percent per month, compounded, which is an annual percentage rate of 21 percent. Client agrees to pay all costs of collection, including reasonable attorney fees. Liability for errors and omissions in the work is limited to the amount of the fee.

Acknowledgement and authorization:

Client Signature

Date

825 COVE PARKWAY, SUITE A • COTTONWOOD, AZ 86326 • PHONE 928-634-5889 •

RATE SCHEDULE - SCHEDULE A

Professional Services
(effective January 1, 2012)

The cost of services, provided by SEC, Inc., are determined as basic direct wages times a cost multiplier for overhead expenses. Hourly charges for different disciplines are as follows:

<u>Functions</u>	<u>Hourly Rate (\$)</u>
Principal Engineer / Company Officer	175.00
Project Engineer	145.00
Senior Civil Engineer / Planner Level VI.....	135.00
CE Level IV / Registered Land Surveyor II.....	120.00
CE Level III / Registered Land Survey I or / Technician Level V / Planner Level V.....	105.00
CE Level II / Survey Chief III / Technician Level IV / Planner Level IV	95.00
CE Level I / Survey Chief II / Technician Level III / Planner Level III.....	85.00
Survey Chief I / Technician Level II / Planner Level II.....	75.00
Technician Level I / Planner Level I	60.00
Laborer	50.00
CADD Designer Level II	87.00
CADD Designer Level I	70.00
GIS – Level II	85.00
GIS - Level I	70.00
CADD Drafter	65.00
Secretary / Non-professional Research (min 1 hour).....	50.00

See Natural Resource Rate SCHEDULE A, if applicable

Overtime/Expert Witness

Overtime for all disciplines will be charged at the rate of 1.5 times the hourly rate and 2.0 times the hourly rate for Sundays and holidays. Expert Witness will be charged at 2.0 times the hourly rate for that professional.

Equipment and Materials

Vehicles	0.70/mile
Field Materials	Cost plus 20%
Robotic Total Station.....	\$22/hr
GPS Receiver	\$26/hr
Special Service(s) & Equipment Rental.....	Cost plus 20%
Blackline Prints:	0.25/sf (Public 1.00/sf)
Color Prints: 11" x 17".....	3.50 each
Mylar: 18" x 24".....	7.50 each
24" x 36".....	12.50 each
Xerox Copies, Letter & Legal: single/double sided.....	0.15/0.20 each
Xerox Copies: 11" x 17" or Color 8½" x 11"	0.75 each
Color Prints/Plots (24" x 36").....	15.00 each
Check Plots	20¢/sf
CD copy	\$20.00 each
Miscellaneous	Cost plus 20%

Note: Above fee schedule rates are subject to change without notice. Equipment and material costs are subject to change without prior notice, to reflect supplier price changes.

On projects that require a field crew(s) to stay out of town, *per diem* expenses (meals, lodging) will be billed on basis of "costs" plus 20%. On all survey jobs, a minimum charge of 2 hours at the current rates will be applied to each job for field work.

**TERMS AND CONDITIONS OF AGREEMENT
BETWEEN CLIENT AND SEC, INC.**

(SCHEDULE B)

1. **AUTHORIZATION TO PROCEED.** Client's signing of this Work Order constitutes authorization for SEC to proceed with the described services and also constitutes acknowledgment and ratification of services previously rendered at Client's request to the extent they fall within the scope of services described on the Work Order.
2. **RETAINER.** Before SEC begins rendering services, Client shall pay a retainer in the amount set forth on the Work Order. As the retainer is depleted, additional funds will be requested to replenish the retainer balance. Any credit balance in retainer will be adjusted in the final invoice and any amounts due to the Client will be refunded at that time.
3. **INVOICES.** SEC will submit invoices to Client from time to time as services are provided. Invoices are due and payable upon receipt. Client shall promptly review invoices and notify SEC of any objection thereto; absent such objection in writing within ten (10) days of the date of the invoice, the invoice shall be deemed proper and acceptable.
4. **FEES.** Fees are based either on an estimate, quote, or on a time and material (T&M) basis as so stated on the Work Order. Rates are based on the current SEC Rate Schedule (Schedule A). Client shall pay the costs of all materials and direct expenses such as fees, permits, bond premiums, title company charges, delivery charges, travel, lodging, subsistence, blueprints and reproductions, and all other charges and expenses related to completion of the project not specifically covered by the terms of this agreement. In the event such reimbursable items are paid directly by SEC, then such charges and expenses will be invoiced to the Client at direct cost plus twenty (20) percent for handling. A minimum charge of two hours at current rates will be assessed to each survey job.
5. **LIMITATION OF FEES.** SEC's fees shall be limited to the amount set forth in the Work Order. SEC's estimate of the total fees is not a guarantee that all the described services can be performed for that amount but represents its good faith estimation of the approximate total fees that will be earned, based on the information available at the time. However, should the estimated fee amount be reached prior to the limit of services under this Agreement, SEC can limit its services to that amount. If all the services described are not completed, SEC shall provide Client with a revised estimate and proceed to completion only upon Client's authorization (either written or verbal).
6. **EXTRAS.** Client shall pay for any additional work agreed to be performed by SEC at the request of Client, in addition to those set forth herein. The additional work will be charged as extras based on the current SEC hourly rate schedule.
7. **PAYMENT.** Payment for invoices tendered by SEC, are net due upon receipt of the invoice. In the event any invoice is not paid within thirty (30) days, it shall commence bearing compound interest. Beginning on the date the invoice was rendered, compound interest will be calculated at the rate 1.75% per month, (twenty-one (21) percent per annum -- or such rates as may be maximum interest permissible under applicable law, -- whichever is lower). Client agrees to pay all accrued interest together with the charges for services rendered. SEC reserves the right to terminate work on the project until any amounts outstanding are paid in full.
8. **TERMINATION.** Either party may terminate this Agreement with or without cause, upon ten (10) working days written notice to the other. In the event any invoice submitted under this Agreement or under any other agreement between Client and SEC, is not paid in full within forty-five (45) days after rendering, Client agrees that SEC shall have the right to consider said default a material breach of this Agreement. Client shall have ten (10) days thereafter in which to cure said default. If said default is not cured by Client, SEC shall have the right, in addition to all other available rights and remedies, to terminate this Agreement even if the default is in payment of an invoice submitted under another agreement, and to terminate all other agreements between Client and SEC. Upon early termination, Client shall then promptly pay SEC for all of the fees and charges for all services rendered and costs incurred by SEC to the effective date of termination.
9. **CLIENT RESPONSIBILITIES.** Client shall cooperate with SEC by providing everything reasonably necessary for SEC to be able to provide its services., including but not limited to, all necessary information concerning the project and Clients requirements including design criteria, necessary access to public and private lands, legal accounting, insurance services required for the project, necessary permits, and approval of governmental authorities and other individuals.
10. **OWNERSHIP OF DOCUMENTS.** All documents prepared by SEC pursuant to this Agreement are prepared specifically for use in connection with this project. Originals of all such documents are and remain the property of SEC. SEC shall furnish Client with sufficient copies of such documents for its purposes at associated costs. All such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other work. The Client may use such documents for other purposes without further compensation to SEC; however, any reuse without written verification or adaptation by SEC for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SEC. Client agrees to indemnify and hold harmless SEC from all claims, damage, losses, and expenses, including attorney's fees, arising out of or resulting from the Client's use of the documents for any purpose other than in connection with this project. Any verification or adaptation of the documents by SEC for other purposes will entitle SEC to further compensation as agreed upon between the parties.
11. **CONSTRUCTION COST ESTIMATES.** SEC has no control over actual project construction costs and estimates of such probable costs represent SEC's good faith estimation only of the approximate, probable cost to construct the project, based on the information available at the time. SEC cannot and does not represent or guarantee that actual project construction costs will not vary substantially from its estimate of probable costs.
12. **ARBITRATION AND LEGAL EXPENSES.** Any controversy of claim relating to this Agreement will be settled by arbitration upon the mutual agreement of the parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association in effect at the time of the arbitration, unless the parties mutually agree to conduct such arbitration by a different procedure. Judgment on the award or decision rendered may be entered in any court having jurisdiction over the matter. In the event of any legal action between the parties to enforce any of the terms of this Agreement, the party in whose favor judgment is rendered, shall be paid by the non-successful party, all costs and expenses incurred, including a reasonable attorney's fee.
13. **LIMITATION OF LIABILITY.** SEC's liability to the Client for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
14. **BINDING EFFECT.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If any of the provisions of this Agreement are declared invalid, such declarations shall not affect the validity of the remainder of this Agreement.
15. **CAPTIONS.** The paragraph captions used in this Agreement are for convenience only; they are not construed as part of this Agreement; and they in no way define, limit or amplify the provision of this Agreement.

Certificate Of Completion

Envelope Id: 99E49111131149E0B287803C31F8A790	Status: Completed
Subject: Complete with DocuSign: Shelby Contract.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hanako Ueda
Time Zone: (UTC-07:00) Arizona	HUeda@sedonaaz.gov
	IP Address: 24.121.67.130

Record Tracking

Status: Original	Holder: Hanako Ueda	Location: DocuSign
9/12/2024 8:06:04 AM	HUeda@sedonaaz.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of Sedona	Location: DocuSign

Signer Events

Krishan Ginige
 kginige@sec-landmgt.com
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 EB9CF55736AE478
 Signature Adoption: Pre-selected Style
 Using IP Address: 152.37.240.152

Timestamp

Sent: 9/12/2024 8:11:38 AM
 Viewed: 9/12/2024 8:22:07 AM
 Signed: 9/12/2024 8:22:44 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/10/2022 8:32:21 AM
 ID: 0b5f744d-1063-4617-982c-1d6b969046ee

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events

Status

Timestamp

Sandra Phillips
 sphillips@sedonaaz.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/12/2024 8:22:45 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/12/2024 8:11:38 AM
Certified Delivered	Security Checked	9/12/2024 8:22:07 AM
Signing Complete	Security Checked	9/12/2024 8:22:44 AM
Completed	Security Checked	9/12/2024 8:22:45 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Sedona (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Sedona:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: chardy@sedonaaz.gov

To advise Carahsoft OBO City of Sedona of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chardy@sedonaaz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Sedona

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chardy@sedonaaz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Sedona

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to chardy@sedonaaz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Sedona as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Sedona during the course of your relationship with Carahsoft OBO City of Sedona.

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**CITY COUNCIL
AGENDA BILL**

**AB 3123
October 8, 2024
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of a Resolution approving a Settlement Agreement with 741 Forest Road, LLC to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. 741 Forest Road, LLC, et al., Coconino County Superior Court Case No. CV202200090.

Department	City Attorney
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	September 28, 2021, December 13, 2022, February 14, 2023
Exhibits	A. Settlement Agreement B. Resolution Approving Settlement Agreement

Finance Approval	Reviewed 9/24/24 BGW	
City Attorney Approval	Reviewed 9/23/24 KWC	
City Manager's Recommendation	Adopt resolution. ABS 9/25/24	
		Expenditure Required
		\$ 160,485.87
		Amount Budgeted
		\$ 350,000
		Account No. 22-5320-89-6872 Forest Road Connector

SUMMARY STATEMENT

Background:

In September 2021, City Council approved the Forest Road Connection Project and authorized by resolution the use of the City's eminent domain authority to acquire properties that could not be acquired through purchase negotiations. Construction on the Project began in 2022.

The Project required right-of-way or easements on 11 parcels, owned by 9 separate entities/individuals. The City commissioned multiple appraisals to determine the fair market value of the needed right-of-way and easements and made multiple offers to each of the owners. Ultimately, the necessary right-of-way and/or easements were successfully purchased through negotiations on 6 of the 11 parcels. In the remaining 5 cases, the City and the property owners were unable to agree on the fair market value of the property to be taken for the Project. In those cases, the City commenced condemnation proceedings in 2022 and the parties each stipulated to the right of immediate possession in order for the Project to proceed. As part of

the orders of immediate possession, the City deposited its appraised value of the takings with the Coconino Superior Court.

The City has previously settled with three property owners in litigation. If the Council approves this settlement agreement with the 741 Forest Road, LLC, there will remain one property in litigation (Paydar) which is currently scheduled for trial in December 2024.

741 Forest Road, LLC Settlement Agreement:

The property before condemnation consisted of 115,642 square feet or a 2.655 acre parcel of land (Assessor's Parcel Number 401-38-012). The City's condemnation of the Bower's property consists of:

- 1) The Fee Simple Acquisition of 23,821 square feet for the new roadway.
- 2) Drainage Easement containing a total of 5,701 square feet.
- 3) A 3,330 square foot Slope Easement adjacent to the roadway.
- 4) A 6,440 square foot Right of Way/Shared Use Path Easement adjacent to the roadway.
- 5) A Temporary Construction Easement (TCE) of 1,947 square feet on the northern area of the property.

741 Forest Road claimed it was owed \$473,500 for the cost of the City's taking. No severance damages were claimed. The City's appraisal value of the taking was \$225,913. After mediation in February 2024, the City and 741 Forest Road, subject to City Council approval, tentatively agreed to settle the eminent domain lawsuit and the cost of the City's takings for the Forest Road Connection Project in the amount of \$355,000 plus statutory interest and \$6,000 temporary construction easement. The City has additionally agreed to allow 741 Forest Road LLC to construct 5 private 6" utility sleeves under the roadway to connect utilities from the separate parcels at the LLC's sole cost. All in, Sedona's total payment is \$383,485.87 (\$355,000+ \$22,485.87 interest + \$6,000 for the TCE). Of this total, 741 already has received from the City its initial deposit of \$223,000. This means the City will need to pay \$160,485.87 to finalize the eminent domain taking.

The Settlement Agreement is attached as **Exhibit A**.

Additionally, the 741 Forest Road, LLC agrees to release all claims against the City related to the Project, resolve the ongoing litigation, stipulate to judgment in favor of the City on the condemnation of the right-of-way/easements and to file a satisfaction of judgment with the Superior Court.

The Resolution approving the Settlement Agreement is attached as **Exhibit B**.

Community Plan Consistent: Yes - No - Not Applicable

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approving the proposed Settlement Agreement would require the City to attempt to renegotiate a settlement or litigate the taking in court.

MOTION

I move to: approve Resolution 2024- _____, authorizing the City of Sedona to enter into a Settlement Agreement with 741 Forest Road, LLC to settle claims arising out of the Forest Road Connection Project and to resolve ongoing litigation in the matter of City of Sedona vs. 741 Forest Road LLC, et al., Coconino County Superior Court Case No. CV202200090.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), effective as of the date defined below, is made and entered into by and between the City of Sedona (“Sedona”), a municipal corporation, and 741 Forest Road, LLC, an Arizona limited liability company (“Company”). Sedona and Company may be referred to herein individually as “Party” and collectively as “Parties.”

The purpose of this Agreement is to document the Parties’ agreement for the settlement of the litigation described below and Parties’ rights, obligations, and responsibilities arising thereby.

RECITALS

A. On March 8, 2022, Sedona initiated an action in eminent domain in the Superior Court of Arizona, Coconino County, Arizona (“Court”), CV2022-00090 (“Litigation”). Subsequently and upon the Parties’ stipulations, Sedona filed an amended complaint and the Court by order substituted certain amended complaint exhibit pages. Sedona’s amended complaint, as further revised, seeks a final order of condemnation transferring to it fee title and easement rights to certain real property owned by Company and described in and with the amended complaint as revised.

B. Company’s property at issue in the Litigation is assigned the address of 741 Forest Road, Sedona, Coconino County, Arizona 86336, and the tax parcel identification number 401.38.012.

C. On April 18, 2022, upon the Parties’ stipulation, the Court entered an order that determined that Sedona’s taking of property rights in the Litigation was for a public use authorized by law (roadway and related uses) and that the taking of such rights was necessary for that public use. Subsequent to the order’s entry, the only remaining matter to be determined in the Litigation is the just compensation owed for the taking.

D. On May 12, 2022, Company filed its answer. Sedona’s amended complaint as revised, Company’s answer, and the other filings in the Litigation are incorporated by reference herein.

E. On September 30, 2022, Sedona and Company entered into a Development Agreement (“Development Agreement”) regarding the real property owned by Company.

F. The Parties now desire to settle the Litigation’s remaining matter, on the terms and conditions herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Just Compensation.

1.1. The Parties agree that in compromise and settlement of disputed claims, and to resolve the Litigation, Sedona shall pay to Company, and Company shall receive from Sedona, as just compensation owed for the takings sought in the Litigation, the total sum of \$355,000, which sum is comprised of the following two subpart sums:

1.1.1. an initial sum of \$223,000, which sum previously was deposited with the Clerk of the Court by Sedona on April 20, 2022, was withdrawn by Company pursuant to Court order issued on May 17, 2022, and prior to entry of this Agreement already has been received by Company; and

1.1.2. an additional sum of \$132,000.

1.2. In addition, Sedona shall pay to Company \$22,485.87 in statutory interest on the principal sum of \$132,000, which interest sum is calculated from the April 20, 2022 date of deposit through and including June 18, 2024, which date the Parties on June 18, 2024 through counsel previously agreed hereby confirm said agreement to use as the date of principal payment for interest calculation purposes.

1.3. In further addition, Sedona shall pay to Company the sum of \$6,000 for a temporary construction easement.

1.4. Company acknowledges its prior receipt of the sum identified in Section 1.1.1 and that this sum is part of the comprise settlement sum described in Section 1.1, above. No other sums, other than those identified in Sections 1.1.2, 1.2, and 1.3, above, are owed or shall be paid by Sedona to Company.

1.5. Sedona's additional payments to Company described in Sections 1.1.2, 1.2, and 1.3 may be referred to collectively as the "Additional Settlement Sums." The Additional Settlement Sums and the prior payment described in Section 1.1 may be referred to collectively herein as the "Total Settlement Sums."

1.6. Upon execution of this Settlement Agreement, Sedona shall promptly pay to Company the Additional Settlement Sums, which sums total \$160,485.87. No other sums are owed or shall be paid by Sedona to Company. Company shall provide Sedona reasonable instructions for either bank wire delivery or hand delivery (via courier or other means).

2. Stipulated Judgment In Condemnation.

2.1 In return for payment of the Total Settlement Sums described in Section 1, above, and for other consideration described herein, the Parties shall enter the Stipulated Judgment in Condemnation ("Judgment"), attached hereto as **Exhibit 1**, which the Parties approve hereby.

2.2. The Parties intend the Judgment to allow for the Court's subsequent entry of a Final Order of Condemnation described in Section 6 herein below, the entry of which will transfer fee title and easement rights to certain real property described and identified in the Judgment and in the exhibits attached thereto.

2.3. Upon execution of this Agreement, the Judgment shall be electronically signed by counsel for the Parties and lodged by Sedona with the Court.

3. Additional Consideration.

3.1. As additional consideration for Company's entry of the Judgment as described in Paragraph 2 herein above, Sedona and Company shall approve the location (both vertically, e.g., elevation, and horizontally) of up to but not more than five utility sleeve crossings of new Forest Road between Company's property that is to be developed, with party approval of the crossing location(s) not to be unreasonably withheld or delayed. A drawing depicting the horizontal and vertical locations of five Party-approved utility sleeve (up to but not more than six-inch diameter PVC pipe) crossings is attached as **Exhibit 4**. Company is responsible for all costs of installing the utility sleeves.

4. Conditions.

4.1. Company's agreements herein are expressly conditioned upon Sedona's City Council approving Company's pending subdivision application, which occurred on April 23, 2024, thereby satisfying this condition.

4.2. Sedona's agreements herein are expressly conditioned upon approval of this Settlement Agreement by Sedona's City Council.

5. Satisfaction of Judgment. Upon receipt of the Settlement Sum, Company shall promptly file with the Court the Satisfaction of Judgment ("Satisfaction"), attached hereto as **Exhibit 2**, which the Parties approve hereby. A copy of the filed Satisfaction shall be emailed to counsel for Sedona.

6. Final Order of Condemnation.

6.1. Upon receipt of a copy of the filed Satisfaction, Sedona shall lodge with the Court the Final Order of Condemnation ("Final Order") attached hereto as **Exhibit 3**, which the Parties approve hereby.

6.2. Sedona shall record or cause to be recorded in Coconino County, Arizona, the executed Final Order and shall provide a copy of such recording to counsel for Company.

7. Release of Lis Pendens. Following recording of the Final Order, Sedona will record or cause to be recorded a Release of Lis Pendens ("Release"). Sedona will provide a copy of the recorded Release to counsel for Company.

8. No Future Promises. Other than as expressly recited herein, neither Party has agreed to or undertaken any other obligation or commitment to the other.

9. Mutual Release: As consideration for the agreements set forth herein, Sedona and Company hereby release, waive, acquit and forever discharge each other, and any and all agents, attorneys,

employees, successors, heirs, executors, servants and assigns of the other, from any and all past, present and/or future claims, demands, actions, causes of action, amounts owed to, and/or damages of any kind sustained or claimed to have been sustained in, arising out of, or related to those matters addressed in the Litigation. This is, and is intended to be, a full and final release and discharge of all claims, demands, and causes of action, past, present or future (both known and unknown, and the consequences thereof, whether developed or undeveloped), that the Parties may have or claim in any manner against each other arising out of or related to those matters addressed in the Litigation and/or which in any manner arise out of or relate to Sedona's taking of property, which is the subject of the Litigation. Notwithstanding the above, nothing in this Agreement or this mutual release provision shall have any impact upon the rights and remedies available to the parties under the Development Agreement.

10. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs in connection with the Litigation and this Agreement.

11. Full and Complete Understanding. This Agreement constitutes the complete and final agreement between the Parties pertaining to the subject matter of this Agreement. All prior or contemporaneous agreements, representations, and understandings of the Parties, whether oral or written are hereby superseded and incorporated herein.

12. Governing Law, Venue & Fees. This Agreement is negotiated and entered into within the State of Arizona, and shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona. Any litigation over this Agreement shall be brought only in the Superior Court of Arizona, Coconino County. The prevailing Party in any such action shall be paid all reasonable costs, expenses, and attorneys' fees by the other Party.

13. Amendments. This Agreement may not be modified except by a written amendment signed by all of the Parties to the Agreement.

14. Severability. If any provision of this Agreement is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement will not be affected by the invalidity or unenforceability. In such event, the Parties agree to reform this Agreement to conform as nearly as possible to the original intent of the Parties as set forth herein.

15. Authority to Execute Agreement. Each Party expressly represents and warrants that the persons signing below are authorized to execute this Agreement on its behalf. Further, each Party acknowledges that it is executing this Agreement solely upon reliance on its knowledge, belief, and judgment and with the advice of counsel and not upon any representation made by the other Party or others on its behalf.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. A facsimile signature shall have the same force and effect as an original signature.

17. No Recording. This Agreement shall not be recorded.

...

18. Effective Date. The effective date of this agreement shall be the latest of the dates to the Parties signatures as shown below.

WHEREFORE, each Party signing below acknowledges that he/she has read the foregoing Agreement, understands its terms, and freely and voluntarily signs the same, intending to be legally bound by this agreement.

CITY OF SEDONA, an Arizona municipal corporation

Date: _____

741 FOREST ROAD, LLC, an Arizona limited liability company

Date: _____

EXHIBIT 1

Stipulated Judgment In Condemnation

[to be attached]

1 **MURPHY CORDIER CASALE AXEL PLC**
4647 North 32nd Street, Suite 150
2 Phoenix, Arizona 85018
Telephone (602) 274-9000
3 Facsimile (602) 795-5896
4 Russell R. Rea (AZ State Bar No. 014616)
5 rusty@mccalaw.com

6 *Attorneys for Plaintiff City of Sedona*

7
8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
9 IN AND FOR THE COUNTY OF COCONINO

10 CITY OF SEDONA, a political subdivision
of the State of Arizona,

11 Plaintiff,

12 vs.

13 741 FOREST ROAD, LLC., an Arizona
limited liability company; COCONINO
14 COUNTY, a political subdivision of the
State of Arizona; JOHN DOES 1-10; JANE
15 DOES 1-10; ABC COMPANIES 1-10; ABC
CORPORATIONS 1-10; and ABC
16 PARTNERSHIPS 1-10,

17 Defendants.

Case No. S0300 CV202200090

**STIPULATED JUDGMENT IN
CONDEMNATION**

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.012

(Assigned to the Hon. Elaine Fridlund-
Horne)

19 Upon stipulation of the parties, as represented by the signatures below, and good
20 cause appearing therefore, the Court finds as follows:

21 The only remaining issue herein concerning the amount of just compensation owed
22 for the taking of fee title and easement rights to certain real property sought to be acquired
23 in this action by Plaintiff City of Sedona (“Plaintiff”), said real property being more
24 particularly described on and in Exhibit 1 (Warranty Deed with legal descriptions and
25 diagrams), Exhibit 2 (Permanent Slope Easement with legal descriptions and diagrams),
26

1 Exhibit 3 (Permanent Drainage Easement with legal descriptions and diagrams), Exhibit 4
2 (Permanent Easement (roadway right-of-way) with legal descriptions and diagrams), and
3 Exhibit 5 (Temporary Construction Easement with legal descriptions and diagrams) attached
4 hereto (collectively, “subject property”); and it appearing that the only persons having any
5 right, title, claim, or interest in any award for damages by reason of the taking of the subject
6 property are Defendant 741 Forest Road, LLC (“Defendant Company”);

7 IT IS HEREBY ORDERED:

8 1. Defendant Coconino County, a political subdivision of the State of Arizona,
9 whose interest is in any unpaid taxes on the subject property, having filed a disclaimer of
10 interest on July 15, 2022, shall take nothing by reason of the Complaint filed in this action,
11 this Stipulated Judgment in Condemnation, or the Final Order of Condemnation. by and
12 through their respective counsel, hereby stipulate and request this Court enter an order of
13 immediate possession in this action.

14 2. Defendants John Does 1-10, Jane Does 1-10, ABC Companies 1-10, ABC
15 Corporations 1-10, and ABC Partnerships 1-10, are fictitious parties, and have served no
16 answer or made other appearance, and are hereby dismissed, taking nothing by reason of the
17 Complaint filed in this action or by this Judgment.

18 3. Plaintiff has judgment condemning and vesting in Plaintiff (a) fee title to the
19 real property described in Exhibit 1 attached hereto and (b) easement rights as set forth in (i)
20 the Permanent Slope Easement, at Exhibit 2 attached hereto, (ii) the Permanent Drainage
21 Easement, at Exhibit 3 attached hereto, (iii) the Permant Easement (roadway right-of-way),
22 at Exhibit 4 attached hereto, and (iv) the Temporary Construction Easement, at Exhibit 5
23 attached hereto, and to the portions of the real property described more particularly in each
24 of Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 5 therein, and Defendants and all
25 others with legal notice of the Complaint, are forever barred and stopped from asserting any

1 right, title, claim, or interest adverse or inconsistent with the fee title and easement rights
2 acquired to the above-described property.

3 4. That Plaintiff shall pay to Defendant Company the total sum of \$383,485.87,
4 which sum includes statutory interest, as just compensation for the transfer of fee title and
5 easement rights in and to said real property (“Total Sum”), and portions of which Total Sum,
6 in the amount of \$223,000, prior to entry of this Stipulated Judgment Plaintiff has paid for
7 and Defendant Company has received from a withdrawn immediate possession deposit
8 amount.

9 5. Upon Plaintiff’s payment of the Total Sum, above, Defendant Company shall
10 file a Satisfaction of Judgment allowing a Final Order of Condemnation to be entered.

11 6. Each party to this action shall bear their own costs and fees.

12 DONE IN OPEN COURT this ____ day of _____, 2024.

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14 _____
15 Hon. Elaine Fridlund-Horne
16 Judge of the Superior Court
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1 Approved as to Form and Content

2 Murphy Cordier Casale Axel, PLC

3 By: /s/ Russell R. Rea

4 Russell R. Rea
5 4647 N. 32nd Street, Suite 150
6 Phoenix, Arizona 85108

7 Rose Law Group, P.C.

8 By: /s/ Shelton L. Freeman

9 Shelton L. Freeman
10 19 W. Birch Ave.
11 Flagstaff, Arizona 86001

12 E-filed through www.azturbocourt.gov
13 and a COPY e-mailed this ___ day of _____ 2024 to:

14 Shelton L. Freeman, Esq.
15 Rose Law Group, P.C.
16 19 West Birch Avenue
17 Flagstaff, Arizona 86001
18 t.freeman@roselawgroup.com

19 Erin Anding, Esq.
20 Deputy County Attorney
21 Coconino County Attorney's Office
22 110 East Cherry Avenue
23 Flagstaff, Arizona 86001
24 eanding@coconino.az.gov
25 *Attorneys for Defendant Coconino County*

26 /s/ Tiffany J. Hayes

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Exhibit 1

[Warranty Deed with legal descriptions and diagrams (6 pages)]

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EXHIBIT B

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

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

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-012

WARRANTY DEED

741 FOREST ROAD, LLC an Arizona limited liability company ("Grantor"), for and in consideration of the Ten Dollars (\$10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all that certain plot, parcel of land or real property situated in Coconino County, Arizona, and described on Schedule "A" attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

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

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

EXECUTED as of the _____ day of _____, 2022.

[Signatures on following page]

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GRANTOR:

741 FOREST ROAD, LLC

By: _____

Its: _____

Date: _____

State of _____)

County of _____)

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

Notary Public

My commission expires: _____

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Schedule A
[legal description, see attached]

Page 3 of 3

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**LEGAL DESCRIPTION
RIGHT OF WAY FOREST ROAD EXTENSION
APN: 401-38-012**

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, BEARING S 01°08'38" E, A DISTANCE OF 300.22 FEET, BASIS OF BEARING (S 01°02'31" E, 300.00 FEET RECORD) FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE S 89°26'40" W, 291.67 FEET ALONG THE NORTHERLY LINE OF THAT PARCEL OF LAND RECORDED IN INSTRUMENT NO. 3764195, OFFICIAL RECORDS OF COCONINO COUNTY TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 96.50 FEET TO WHICH THE RADIUS POINT BEARS S 83°10'10" E, AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 137.54 FEET, THROUGH A CENTRAL ANGLE OF 81°39'56";

THENCE S 74°50'07" E, 127.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 123.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 124.88 FEET, THROUGH A CENTRAL ANGLE OF 57°56'12";

THENCE S 87°17'37" E, 17.39 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;

THENCE S 01°15'09" E, 128.62 FEET ALONG SAID LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;



CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn					
7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020			Tel. No. (602) 837-5511		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/13/2022	191502008	1 OF 3

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THENCE S 89°31'57" W, 332.43 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE N 00°49'36" W, 5.29 FEET ALONG THE WESTERLY LINE OF SAID PARCEL;

THENCE LEAVING SAID LINE N 89°43'33" E, 194.59 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 90.00 FEET;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE 258.49 FEET, THROUGH A CENTRAL ANGLE OF 164°33'40";

THENCE N 74°50'07" W, 127.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 130.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 64.38 FEET, THROUGH A CENTRAL ANGLE OF 28°22'29";

THENCE S 89°26'40" W, 42.90 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE N 00°53'36" W, 66.69 FEET ALONG SAID LINE;

THENCE N 00°47'09" W, 39.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE N 89°26'40" E, 38.21 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE TRUE POINT OF BEGINNING.

CONTAINING 23,821 SQUARE FEET OR 0.55 ACRES, MORE OR LESS.



CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

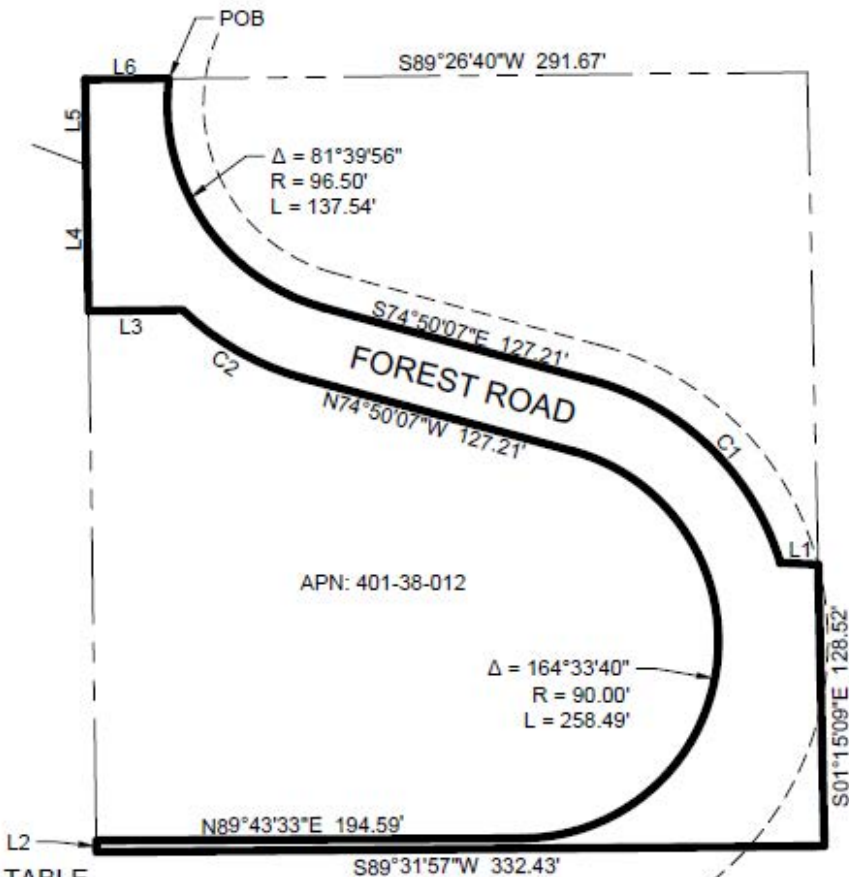
Kimley»Horn
 7740 N. 16TH ST, Suite 300
 PHOENIX, AZ 85020
 Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	CWH	CWH	04/13/2022	191502008	2 OF 3

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EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CURVE TABLE

C1 = Δ - 57°56'12"
R - 123.50'
L - 124.88'

C2 = Δ - 28°22'29"
R - 130.00'
L - 64.38'

RIGHT OF WAY LINE

LINE TABLE

L1 = S87°17'37"E 17.39'
L2 = N00°49'36"W 5.29'
L3 = S89°26'40"W 42.90'
L4 = N00°53'36"W 66.69'
L5 = N00°47'09"W 39.08'
L6 = N89°26'40"E 38.21'

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PHOENIX, AZ 85020

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/13/2022	191502008	3 OF 3

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Exhibit 2

[Permanent Slope Easement
with legal descriptions and diagrams (8 pages)]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT C

Document to be recorded:
Slope Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT C (cont.)

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent slope easement (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

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EXHIBIT C (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: 741 Forest Road, LLC

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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EXHIBIT C (cont.)

Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Slope Easement
APN: 401-38-012
Job # 10201 07/29/2021

Parcel 1:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 264.86 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 70.00 feet to which the radius point bears South 80°20'52" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southeasterly along the arc of said curve 103.22 feet, through a central angle of 84°29'15";

Thence South 76°18'44" East, 150.75 feet;

Thence South 60°14'25" East, 30.45 feet;

Thence South 35°04'43" West, 15.51 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 140.00 feet to which the radius point bears South 35°04'43" West;

Thence northwesterly along the arc of said curve 48.66 feet, through a central angle of 19°54'49";

Thence North 74°50'07" West, 127.21 feet to the beginning of a curve concave northeasterly, having a radius of 80.00 feet;

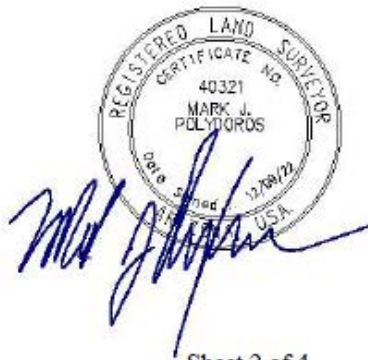
Thence northwesterly along the arc of said curve 116.17 feet, through a central angle of 83°12'01" to a point on the northerly line of said parcel;

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Thence North 89°26'40" East, 10.14 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 3,330 ± feet² or 0.08 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



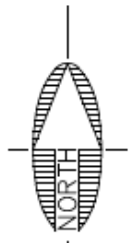
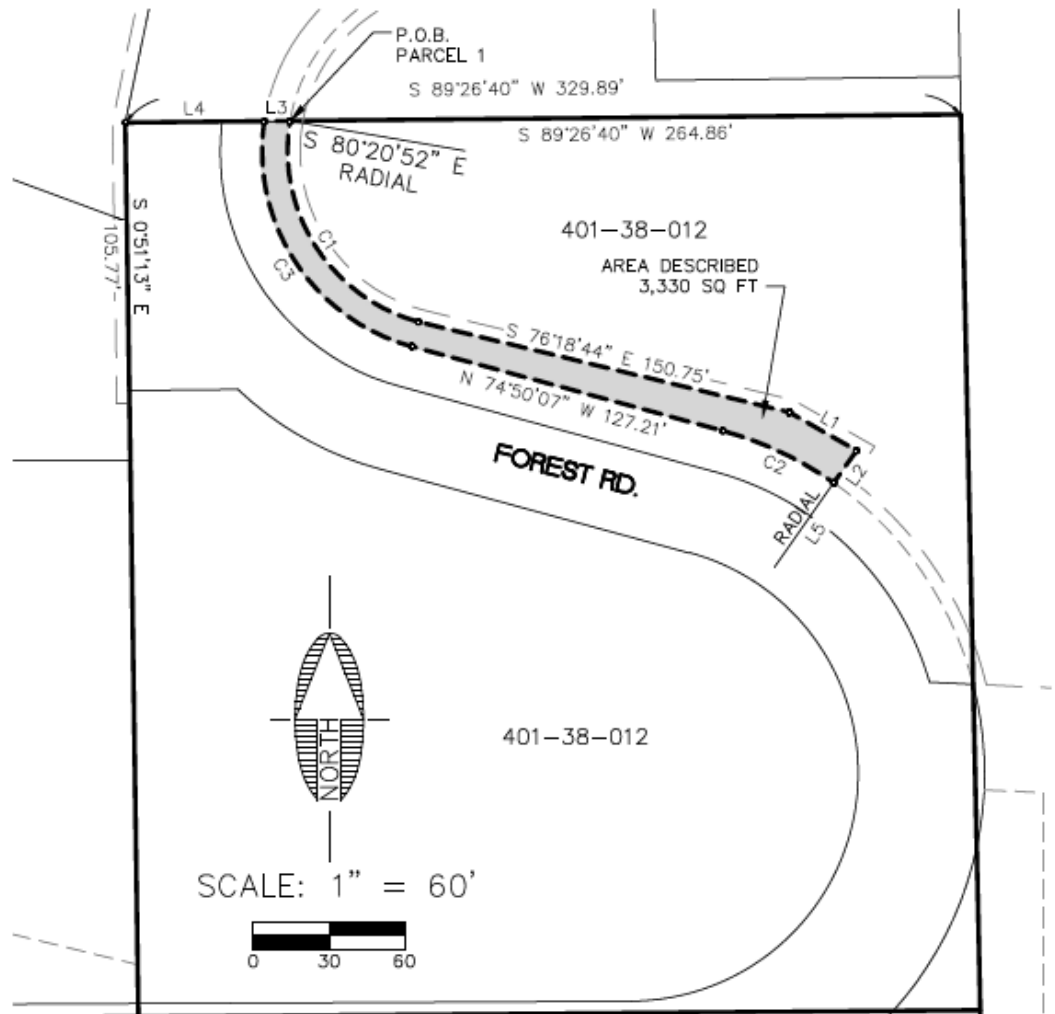
Sheet 2 of 4

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 PLOTTED: Dec 09, 2022-1:54pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 17 NORTH, RANGE 6 EAST,
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



SCALE: 1" = 60'



SLOPE EASEMENT.
 EASEMENT LINE

 Shephard & Associates, Inc.	221 N. Main St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.svaaz.com	JOB NO. 19201 DATE 7/28/2021 SCALE 1"=60' DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 3 3 OF 4

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PLOTTED: Dec 09, 2022-1:54pm
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	30.45	S60° 14' 25"E
L2	15.51	S35° 04' 43"W
L3	10.14	N89° 26' 40"E
L4	54.88	N89° 26' 40"E
L5	40.71	S35° 04' 43"W

Curve Table			
Curve #	Length	Radius	Delta
C1	103.22	70.00	84°29'15"
C2	48.66	140.00	19°54'49"
C3	116.17	80.00	83°12'01"



 Shephard & Associates, Inc.	221 N. Marina St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 Fax www.swiaz.com	JOB NO. 19201 DATE 12/9/2022 SCALE XXX DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 4 4 OF 4
	SHEET 4 OF 4				

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Exhibit 3

[Drainage Easement with legal descriptions and diagrams (11 pages)]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT D

Document to be recorded:
Permanent Drainage Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT D (cont.)

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT DRAINAGE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent drainage easement (the "Easement") for purposes of constructing, installing, operating, and maintaining municipal storm drainage facilities (drainage channels, piping and structures) upon, across, over, and under the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, maintain, and remove any storm drainage facilities installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of such storm drainage facilities. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon and to restore the Easement area in a reasonable manner consistent with the customary operation of a municipal storm drain utility.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement. Grantor may, however, construct and erect fences within the limits of the Easement in a manner which will not unreasonably interfere with the access by the Grantee to the storm drainage facilities installed in accordance herewith.

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EXHIBIT D (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: 741 Forest Road, LLC

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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EXHIBIT D (cont.)

Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION
Drainage Easement
APN: 401-38-012
Job # 10201 11/17/2022

Parcel 1:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 291.67 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 96.50 feet to which the radius point bears South 83°10'10" East;

Thence leaving said line, southeasterly along the arc of said curve 137.54 feet, through a central angle of 81°39'56";

Thence South 74°50'07" East, 127.21 feet to the beginning of a curve concave southwesterly, having a radius of 123.50 feet;

Thence southeasterly along the arc of said curve 6.92 feet, through a central angle of 03°12'46" to the **TRUE POINT OF BEGINNING**;

Thence North 14°28'32" East, 22.55 feet;

Thence South 75°31'28" East, 20.00 feet;

Thence South 14°28'32" West, 25.57 feet to a point on said curve;

Thence northwesterly along the arc of said curve, 20.25 feet through a central angle of 09°23'41" to the **TRUE POINT OF BEGINNING**.

Containing 476 ± feet².

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Parcel 2:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 329.89 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to the northwest corner of said parcel;

Thence South 00°47'09" West, 39.08 feet along the westerly line of said parcel;

Thence South 00°53'36" West, 66.69 feet along said line to the **TRUE POINT OF BEGINNING**;

Thence leaving said line, North 89°26'40" East, 16.03 feet;

Thence South 00°49'36" East, 213.67 feet;

Thence South 52°36'47" East, 29.99 feet;

Thence North 89°43'33" East, 7.06 feet;

Thence South 00°16'27" East, 10.00 feet;

Thence South 89°43'33" West, 20.29 feet;

Thence North 52°36'47" West, 33.40 feet;

Thence North 00°49'36" West, 194.00 feet;

Thence North 00°53'36" West, 27.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 4,126 ± feet². or 0.095 Acres

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Parcel 3:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 329.89 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to the northwest corner of said parcel;

Thence South 00°47'09" West, 39.08 feet along the westerly line of said parcel;

Thence South 00°53'36" West, 66.69 feet along said line;

Thence leaving said line, North 89°26'40" East, 42.90 feet to the beginning of a non-tangent curve concave northeasterly, having a radius of 130.00 feet to which the radius point bears North 43°32'22" East;

Thence southeasterly along the arc of said curve 64.38 feet, through a central angle of 28°22'29";

Thence South 74°50'07" East, 127.21 feet to the beginning of a curve concave southwesterly, having a radius of 90.00 feet;

Thence southeasterly along the arc of said curve 27.82 feet, through a central angle of 17°42'28" to the **TRUE POINT OF BEGINNING**;

Thence continuing southerly along the arc of said curve 173.40 feet, through a central angle of 110°23'21";

Thence North 36°44'17" West, 5.00 feet to a point on a curve concave westerly having a radius of 85.00 feet to which the radius point bears North 36°44'17" West;

Thence northeasterly and northwesterly along the arc of said curve 163.77 feet, through a central angle of 110°23'21";

Thence North 32°52'21" East, 5.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 843 ± feet².

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Parcel 4:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 329.89 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to the northwest corner of said parcel;

Thence South 00°47'09" West, 39.08 feet along the westerly line of said parcel;

Thence South 00°53'36" West, 66.69 feet along said line;

Thence leaving said line, North 89°26'40" East, 16.03 feet;

Thence South 00°49'36" East, 213.67 feet;

Thence South 52°36'47" East, 29.99 feet;

Thence North 89°43'33" East, 7.06 feet;

Thence South 00°16'27" East, 10.00 feet;

Thence North 89°43'33" East, 148.06 feet to the beginning of a curve concave northwesterly, having a radius of 90.00 feet;

Thence northeasterly along the arc of said curve 33.28 feet, through a central angle of 21°11'13" to the **TRUE POINT OF BEGINNING**;

Thence continuing northeasterly along the arc of said curve 20.00 feet, through a central angle of 12°43'57";

Thence North 27°43'57" West, 12.45 feet;

Thence South 62°10'22" West, 20.00 feet;

Thence South 27°55'19" East, 148.06 feet to the **TRUE POINT OF BEGINNING**;

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Containing 256 ± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



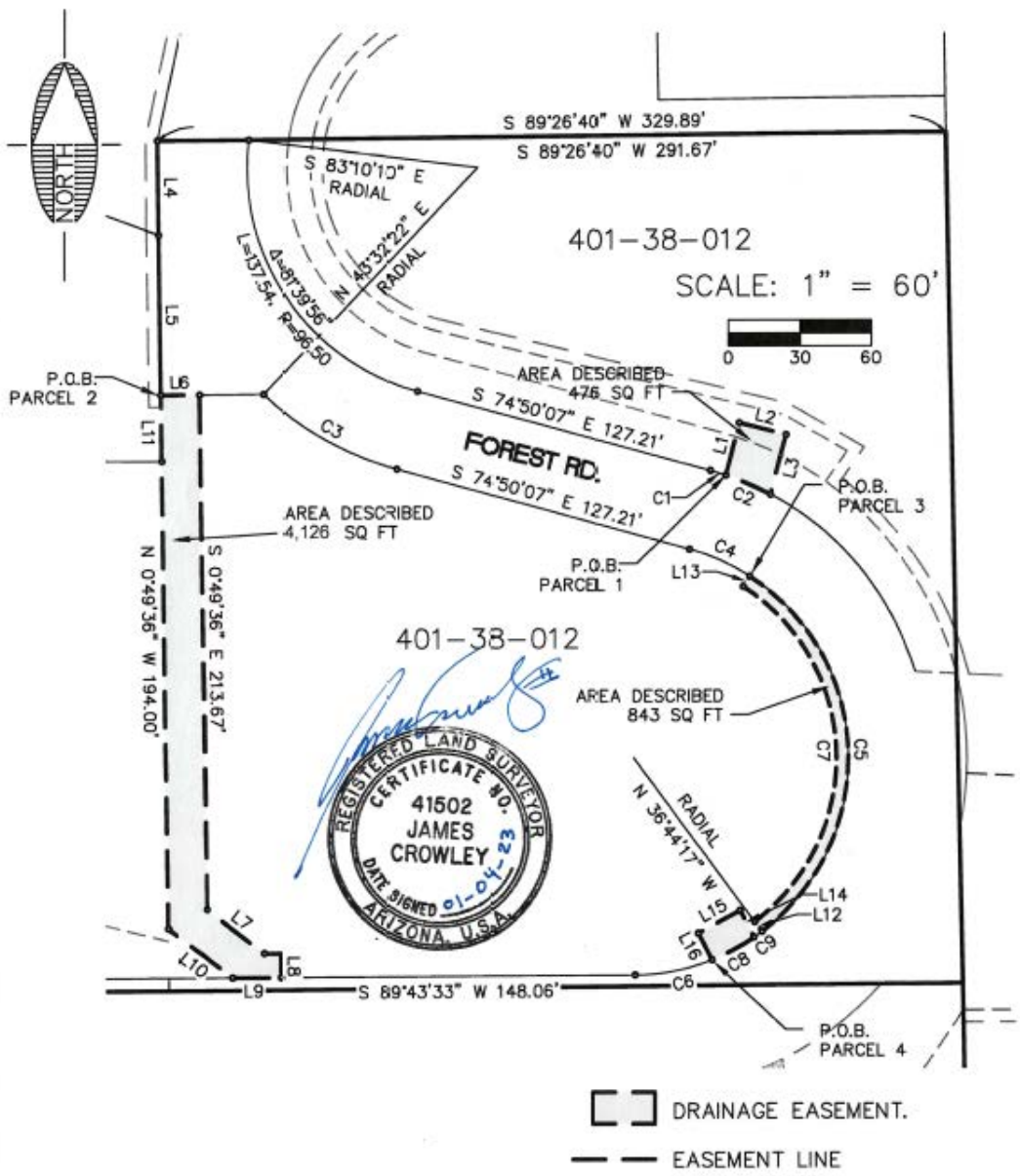
Sheet 5 of 7

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 17 NORTH, RANGE 6 EAST,
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



DRAINAGE EASEMENT.
 EASEMENT LINE

	221 N. Marina St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.swiaz.com	JOB NO. 19201 DATE 12/9/2022 SCALE 1"=60' DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	SHEET 6 8 OF 7
	APN: 401-38-012 EASEMENT EXHIBIT			

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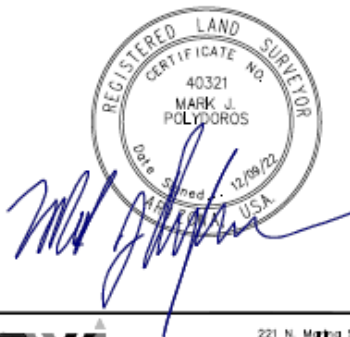
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 17 NORTH, RANGE 6 EAST,
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	22.55	N14° 28' 32"E
L2	20.00	S75° 31' 28"E
L3	25.57	S14° 28' 32"W
L4	39.08	S0° 47' 09"E
L5	66.69	S0° 53' 36"E
L6	16.03	N89° 26' 40"E
L7	29.99	S52° 36' 47"E
L8	10.00	S0° 16' 27"E
L9	20.29	S89° 43' 33"W
L10	33.40	N52° 36' 47"W
L11	27.51	N0° 53' 36"W

Parcel Line Table		
Line #	Length	Direction
L12	5.00	N36° 44' 17"W
L13	5.00	N32° 52' 21"E
L14	12.45	S27° 43' 57"E
L15	20.00	N62° 10' 22"E
L16	12.45	N27° 55' 19"W

Curve Table			
Curve #	Length	Radius	Delta
C1	6.92	123.50	3°12'46"
C2	20.25	123.50	9°23'41"
C3	64.38	130.00	28°22'29"
C4	27.82	90.00	17°42'28"
C5	173.40	90.00	110°23'21"
C6	33.28	90.00	21°11'12"
C7	163.77	85.00	110°23'21"
C8	20.00	90.00	12°43'57"
C9	4.00	90.00	2°32'42"



 Shephard & Associates, Inc.	221 N. Marina St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.swi.biz.com	JOB NO. 19201 DATE 7/29/2021 SCALE XXX DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA SHEET 7 7 OF 7

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Exhibit 4

[Permanent Easement (roadway right-of-way) with legal descriptions and diagrams
(7 pages)]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT E

Document to be recorded:
Permanent Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT E (cont.)

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent easement (the "Easement") for purposes of constructing, installing, operating, and maintaining a Public Roadway Right-of-way for use by the general public, including shared use path, public utilities and any public roadway related appurtenances upon, across, over, and under the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the public roadway, shared use path, public utilities, and any public roadway appurtenances installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of the roadway, shared use path, public utilities, and other appurtenant facilities. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon and to restore damage caused solely by the Grantee to the Grantor's property or Easement area in a reasonable manner consistent with the customary operations of the Public Roadway Right-of-way.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Subject to the provisions herein, Grantor reserves the right to use and occupy the Easement for any lawful use or purpose; provided, however, that such use shall not interfere with Grantee's right and ability to locate, repair, replace, operate and maintain or remove facilities of a Public Roadway right-of-way within the Easement.

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EXHIBIT E (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: 741 Forest Road, LLC

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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EXHIBIT E (cont.)

Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Right of Way Easement

APN: 401-38-012

Job # 10201 07/29/2021

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 275.00 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 80.00 feet to which the radius point bears South 81°38'06" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southeasterly along the arc of said curve 116.16 feet, through a central angle of 83°12'03";

Thence South 74°50'07" East, 127.21 feet to the beginning of curve concave southwesterly, having a radius of 140.00 feet;

Thence southeasterly along the arc of said curve 147.38 feet, through a central angle of 60°18'55" to a point on the easterly line of said parcel;

Thence North 87°17'37" West, 17.39 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 123.50 feet to which the radius point bears South 73°51'44" West;

Thence leaving said line, Northwesterly along the arc of said curve 124.88, through a central angle of 57°56'12";

Thence North 74°50'07" West, 127.21 feet to the beginning of a curve concave northeasterly, having a radius of 96.50 feet;

Thence northwesterly and northeasterly along the arc of said curve 137.50 feet, through a central angle of 81°39'56" to a point on the northerly line of said parcel;

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Thence North 89°26'40" East, 16.64 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 6,440 ± feet² or 0.148 Acres.

This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



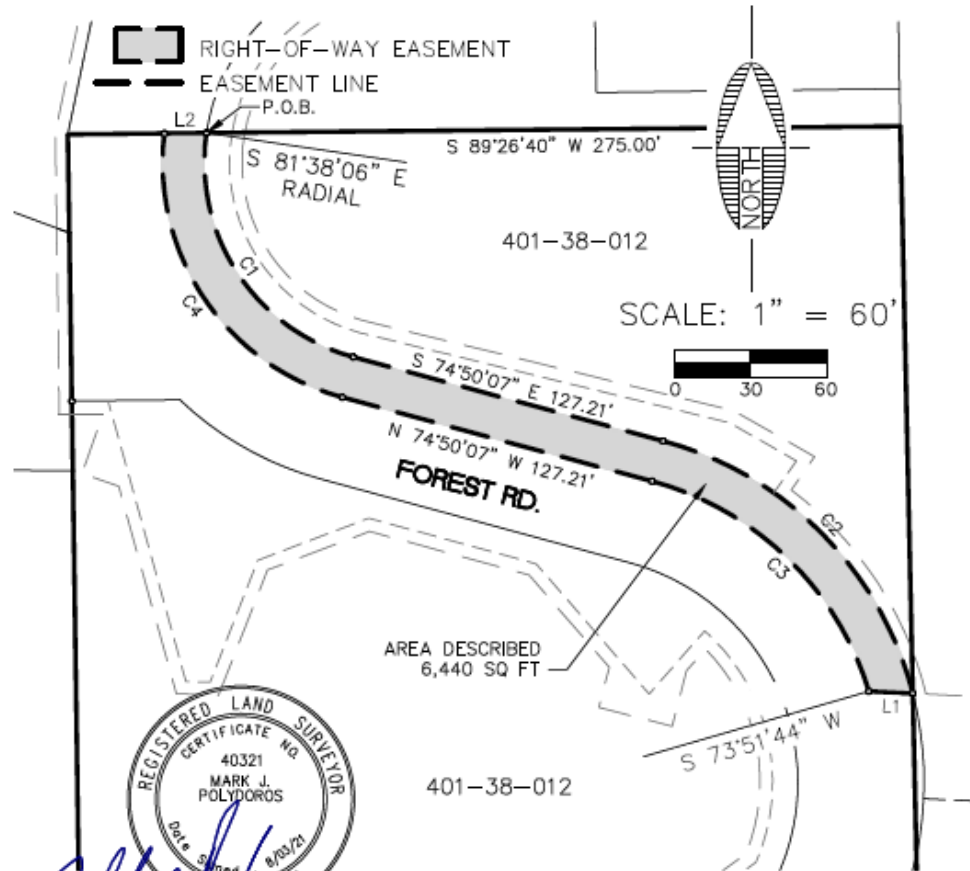
Sheet 2 of 3

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PLOTTED: Aug 03, 2021-10:07am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 40321
MARK J. POLYDOROS
Date signed: 8/03/21
Arizona, USA

Mark J. Polydoros

Parcel Line Table

Line #	Length	Direction
L1	17.39	N87° 17' 37\"W
L2	16.67	N89° 26' 40\"E

Curve Table

Curve #	Length	Radius	Delta
C1	116.16	80.00	83°12'03\"
C2	147.38	140.00	60°18'55\"
C3	124.88	123.50	57°56'12\"
C4	137.50	96.50	81°39'56\"

FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138-012_ROW_EASE.DWG MPOLYDOROS

<p>Shephard & Associates, Inc.</p>	221 N. Marina St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.swisz.com	JOB NO. 19201 DATE 7/29/2021 SCALE 1"=80' DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 3 3 OF 3
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Exhibit 5

[Temporary Construction Easement with legal descriptions and diagrams (6 pages)]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT F

Temporary Construction Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT F (cont.)

When Executed Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a Temporary Construction Easement (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

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EXHIBIT F (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: 741 Forest Road, LLC

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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Exhibit A
Legal Description
Temporary Construction Easement
APN: 401-38-012
01/01/2023

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record, Instrument Number 3764195) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section;

Thence South 89°26'40" West, 259.78 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 65.00 feet to which the radius point bears South 79°33'11" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southeasterly along the arc of said curve 96.69 feet, through a central angle of 85°13'35";

Thence South 76°18'44" East, 151.39 feet;

Thence South 60°14'25" East, 36.65 feet;

Thence South 35°04'43" West, 16.08 feet to the beginning of a non-tangent curve concave To the southwest, having a radius of 145.00 feet to which the radius point bears South 37°03'17" West;

Thence southeasterly along the arc of said curve 80.24 feet, through a central angle of 31°42'29" to a point on the easterly line of said parcel;

Thence South 01°15'09" East, 17.45 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 140.00 feet to which the radius point bears South 75°29'23" West;

Thence leaving said line, northwesterly along the arc of said curve 98.74 feet, through a central angle of 40°24'40";

Thence North 35°04'43" East, 15.51 feet;

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Continuation of Legal Description
Temporary Construction Easement
APN: 401-38-012

Page 2

Thence North 60°14'25" West, 30.45 feet;

Thence North 76°18'44" West, 150.75 feet to the beginning of a curve concave to the northeast, having a radius of 70.00 feet;

Thence northwesterly along the arc of said curve 103.22 feet, through a central angle of 84°29'15" to a point on the northerly line of said parcel;

Thence North 89°26'40" East, 5.09 feet along said line to the **TRUE POINT OF BEGINNING**.
Containing 1,947 Square Feet (0.0447 Acre);

As depicted on exhibit drawing attached hereto and made a part hereof.

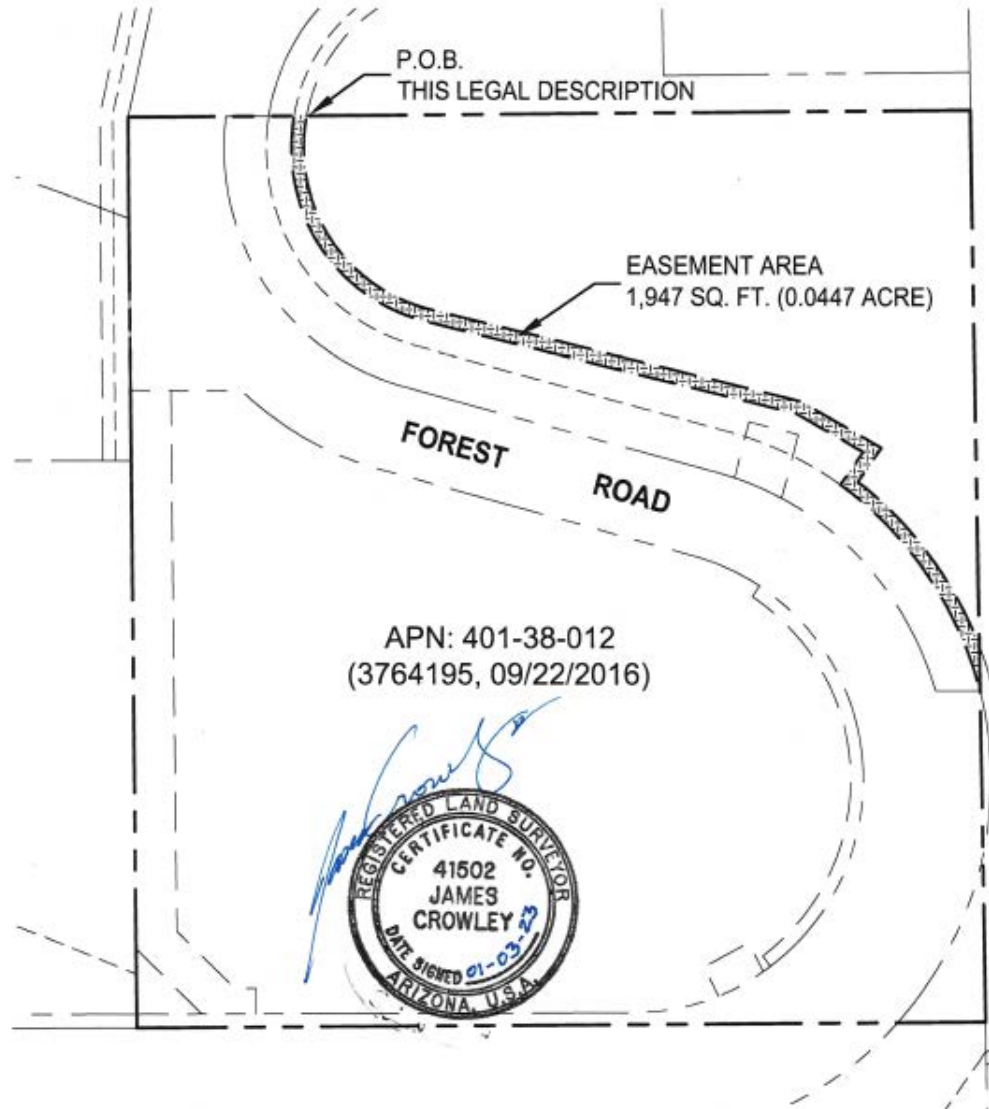
This legal description was prepared by James Crowley, RLS 41502 at the request of City of Sedona.



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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION


A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST, GILA AND SALT
RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



012-TCE 20221220

3 January 2023



<p><i>City of Sedona</i></p>  <p>PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 PHONE: 928-204-7111</p>	<p>Project Name and Location</p> <p>FOREST ROAD CONNECTION Forest Road Sedona, Arizona</p>	<p>Sheet Title</p> <p>APN: 401-38-012 EASEMENT EXHIBIT</p>	<p>Date</p> <p>12/20/2022</p>
			<p>Scale</p> <p>1" = 60'</p>
			<p>Sheet/Page</p> <p>3</p>

RJW

EXHIBIT 2

Satisfaction of Judgment

(to be attached)

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision
of the State of Arizona,

Plaintiff,

vs.

741 FOREST ROAD, LLC, an Arizona
limited liability company; COCONINO
COUNTY, a political subdivision of the
State of Arizona; JOHN DOES 1-10; JANE
DOES 1-10; ABC COMPANIES 1-10; ABC
CORPORATIONS 1-10; and ABC
PARTNERSHIPS 1-10,

Defendants.

Case No. S0300 CV202200090

SATISFACTION OF JUDGMENT

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.012

(Assigned to the Hon. Elaine Fridlund-
Horne)

Defendant 741 Forest Road, LLC hereby acknowledges receipt of all monies due
under the Stipulated Judgment in Condemnation entered by the Court in this matter on
_____, 2024, in full satisfaction thereof.

...

1 DATED this ___ day of _____, 2024.

2 **ROSE LAW GROUP, P.C.**

3 By /s/ Shelton L. Freeman
4 Shelton L. Freeman, Esq.
5 *Attorneys for Defendant 741 Forest Road,*
6 *LLC*

7 E-filed through www.azturbocourt.gov
8 and a COPY e-mailed this ___ day of _____ 2024 to:

9 Russell R. Rea, Esq.
10 Murphy Cordier Casale Axel, P.L.C.
11 4647 N. 32nd St., Suite 150
12 Phoenix, AZ 85018
13 *Attorneys for Plaintiff City of Sedona*

14 Erin Anding, Esq.
15 Deputy County Attorney
16 Coconino County Attorney's Office
17 110 East Cherry Avenue
18 Flagstaff, Arizona 86001
19 eanding@coconino.az.gov
20 *Attorneys for Defendant Coconino County*

21 By: _____

EXHIBIT 3

Final Order of Condemnation

(to be attached)

1 **MURPHY CORDIER CASALE AXEL PLC**
4647 North 32nd Street, Suite 150
2 Phoenix, Arizona 85018
Telephone (602) 274-9000
3 Facsimile (602) 795-5896
4 Russell R. Rea (AZ State Bar No. 014616)
5 rusty@mccalaw.com
6 *Attorneys for Plaintiff City of Sedona*

7
8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
9 IN AND FOR THE COUNTY OF COCONINO

10 CITY OF SEDONA, a political subdivision
of the State of Arizona,

11 Plaintiff,

12 vs.

13 741 FOREST ROAD, LLC; COCONINO
COUNTY, a political subdivision of the
14 State of Arizona; JOHN DOES 1-10; JANE
DOES 1-10; ABC COMPANIES 1-10; ABC
15 CORPORATIONS 1-10; and ABC
PARTNERSHIPS 1-10,

16 Defendants.
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Case No. S0300 CV202200090

**FINAL ORDER OF
CONDEMNATION**

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.012

(Assigned to the Hon. Elaine Fridlund-
Horne)

20 It appearing to the Court that pursuant to the provisions of the Stipulated Judgment in
21 Condemnation dated _____, 2024, this Court may enter its Final Order of
22 Condemnation at this time,

23 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that fee title and
24 easement rights, as are set forth in Exhibit 1 (Warranty Deed with legal descriptions and
25 diagrams), Exhibit 2 (Permanent Slope Easement with legal descriptions and diagrams),
26

1 Exhibit 3 (Permanent Drainage Easement with legal descriptions and diagrams); Exhibit 4
2 Permanent Easement (roadway right-of-way) with legal descriptions and diagrams); and
3 Exhibit 5 (Temporary Construction Easement with legal descriptions and diagrams), all of
4 which Exhibits are attached hereto and incorporated herein by reference, and to the real
5 property identified and described in the foregoing referenced Exhibits, are hereby
6 condemned and vested in the Plaintiff, the City of Sedona.

7 DONE IN OPEN COURT this ____ day of _____, 2024.

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Hon. Elaine Fridlund-Horne
Judge of the Superior Court

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Exhibit 1

[Warranty Deed with legal descriptions and diagrams]

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EXHIBIT B

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

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

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-012

WARRANTY DEED

741 FOREST ROAD, LLC an Arizona limited liability company ("Grantor"), for and in consideration of the Ten Dollars (\$10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all that certain plot, parcel of land or real property situated in Coconino County, Arizona, and described on Schedule "A" attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

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

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

EXECUTED as of the _____ day of _____, 2022.

[Signatures on following page]

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GRANTOR:
741 FOREST ROAD, LLC

By: _____

Its: _____

Date: _____

State of _____)

County of _____)

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

Notary Public

My commission expires: _____

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Schedule A
[legal description, see attached]

Page 3 of 3

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**LEGAL DESCRIPTION
RIGHT OF WAY FOREST ROAD EXTENSION
APN: 401-38-012**

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, BEARING S 01°08'38" E, A DISTANCE OF 300.22 FEET, BASIS OF BEARING (S 01°02'31" E, 300.00 FEET RECORD) FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE S 89°26'40" W, 291.67 FEET ALONG THE NORTHERLY LINE OF THAT PARCEL OF LAND RECORDED IN INSTRUMENT NO. 3764195, OFFICIAL RECORDS OF COCONINO COUNTY TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 96.50 FEET TO WHICH THE RADIUS POINT BEARS S 83°10'10" E, AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 137.54 FEET, THROUGH A CENTRAL ANGLE OF 81°39'56";

THENCE S 74°50'07" E, 127.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 123.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 124.88 FEET, THROUGH A CENTRAL ANGLE OF 57°56'12";

THENCE S 87°17'37" E, 17.39 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;

THENCE S 01°15'09" E, 128.62 FEET ALONG SAID LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;



CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	CWH	CWH	04/13/2022	191502008	1 OF 3

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THENCE S 89°31'57" W, 332.43 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE N 00°49'36" W, 5.29 FEET ALONG THE WESTERLY LINE OF SAID PARCEL;

THENCE LEAVING SAID LINE N 89°43'33" E, 194.59 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 90.00 FEET;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE 258.49 FEET, THROUGH A CENTRAL ANGLE OF 164°33'40";

THENCE N 74°50'07" W, 127.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 130.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 64.38 FEET, THROUGH A CENTRAL ANGLE OF 28°22'29";

THENCE S 89°26'40" W, 42.90 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE N 00°53'36" W, 66.69 FEET ALONG SAID LINE;

THENCE N 00°47'09" W, 39.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE N 89°26'40" E, 38.21 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE TRUE POINT OF BEGINNING.

CONTAINING 23,821 SQUARE FEET OR 0.55 ACRES, MORE OR LESS.



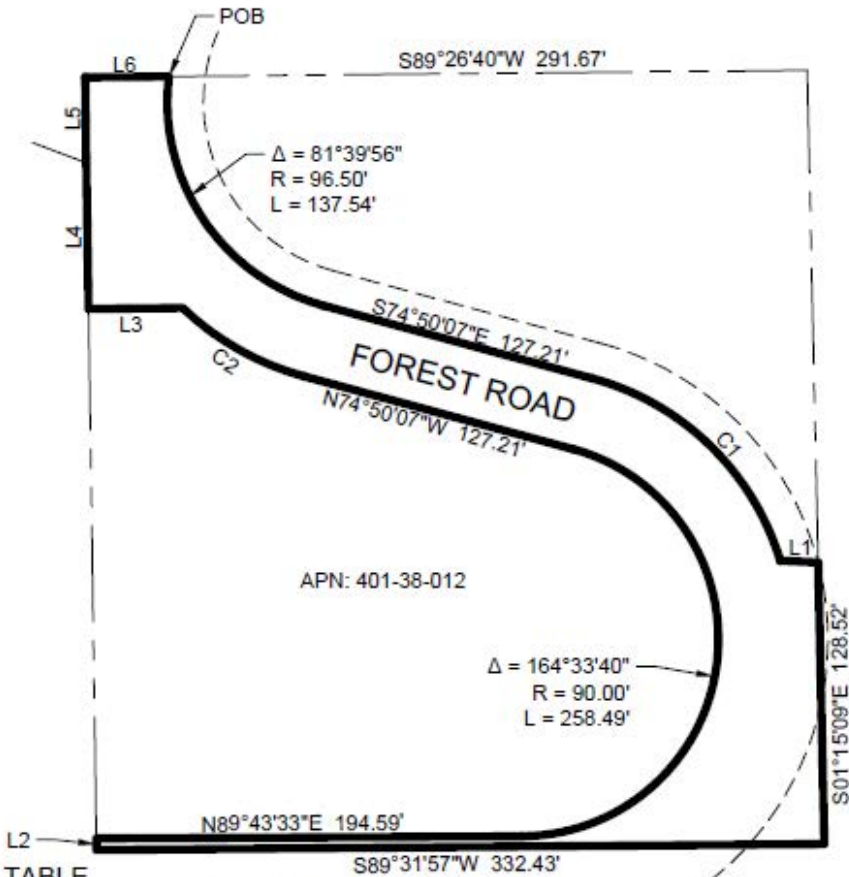
CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn					
<small>7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020</small>			<small>Tel. No. (602) 837-5511</small>		
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
NA	CWH	CWH	04/13/2022	101502008	2 OF 3

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EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CURVE TABLE

C1 = Δ - 57°56'12"
R - 123.50'
L - 124.88'

C2 = Δ - 28°22'29"
R - 130.00'
L - 64.38'

RIGHT OF WAY LINE

LINE TABLE

L1 = S87°17'37"E 17.39'
L2 = N00°49'36"W 5.29'
L3 = S89°26'40"W 42.90'
L4 = N00°53'36"W 66.69'
L5 = N00°47'09"W 39.08'
L6 = N89°26'40"E 38.21'

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
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PH. 602-837-5511
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7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale N.T.S.	Drawn by CWH	Checked by CWH	Date 04/13/2022	Project No. 191502008	Sheet No. 3 OF 3
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Exhibit 2

[Permanent Slope Easement with legal descriptions and diagrams]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT C

Document to be recorded:
Slope Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT C (cont.)

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent slope easement (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

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EXHIBIT C (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **741 Forest Road, LLC**

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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EXHIBIT C (cont.)

Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Slope Easement

APN: 401-38-012

Job # 10201 07/29/2021

Parcel 1:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01° 08' 39" East, a distance of 300.22 feet, basis of bearing (South 01° 02' 31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89° 26' 40" West, 264.86 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 70.00 feet to which the radius point bears South 80° 20' 52" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southeasterly along the arc of said curve 103.22 feet, through a central angle of 84° 29' 15";

Thence South 76° 18' 44" East, 150.75 feet;

Thence South 60° 14' 25" East, 30.45 feet;

Thence South 35° 04' 43" West, 15.51 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 140.00 feet to which the radius point bears South 35° 04' 43" West;

Thence northwesterly along the arc of said curve 48.66 feet, through a central angle of 19° 54' 49";

Thence North 74° 50' 07" West, 127.21 feet to the beginning of a curve concave northeasterly, having a radius of 80.00 feet;

Thence northwesterly along the arc of said curve 116.17 feet, through a central angle of 83° 12' 01" to a point on the northerly line of said parcel;

Sheet 1 of 4

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Thence North 89°26'40" East, 10.14 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 3,330 ± feet² or 0.08 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

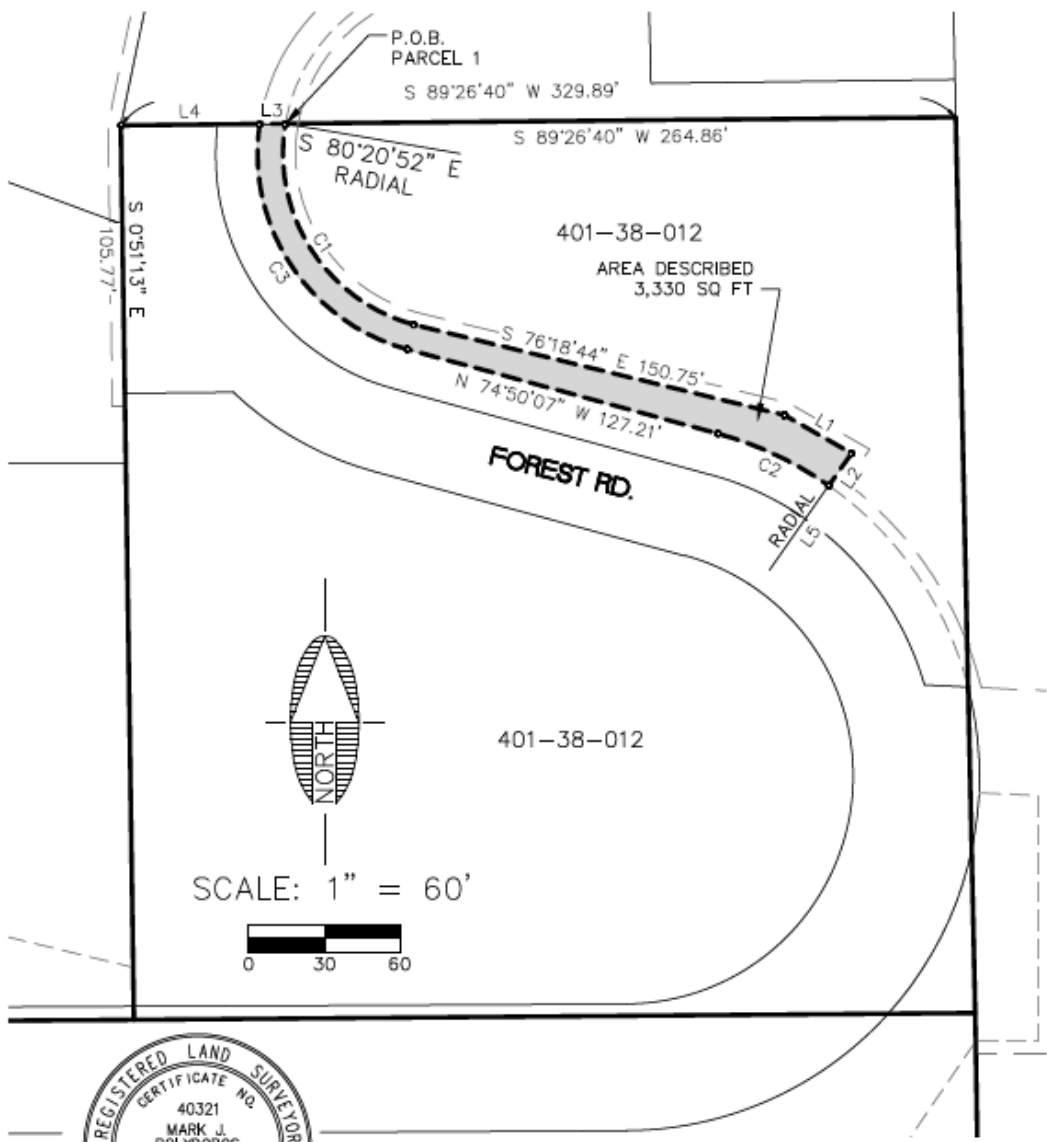


Sheet 2 of 4

FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138-012_SLP.DWG MPOLYDOROS PLOTTED: Dec 09, 2022--1:54pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



SLOPE EASEMENT.
 EASEMENT LINE

	221 N. Maricopa St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.svaaz.com	JOB NO. 19201 DATE 7/28/2021 SCALE 1"=60' DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 3 3 OF 4
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	30.45	S60° 14' 25"E
L2	15.51	S35° 04' 43"W
L3	10.14	N89° 26' 40"E
L4	54.88	N89° 26' 40"E
L5	40.71	S35° 04' 43"W

Curve Table			
Curve #	Length	Radius	Delta
C1	103.22	70.00	84°29'15"
C2	48.66	140.00	19°54'49"
C3	116.17	80.00	83°12'01"



	221 N. Main St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.sviaz.com	JOB NO. 19201 DATE 12/9/2022 SCALE XXX DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 4 4 OF 4
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Exhibit 3

[Permanent Drainage Easement with legal descriptions and diagrams]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT D

Document to be recorded:
Permanent Drainage Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT D (cont.)

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT DRAINAGE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent drainage easement (the "Easement") for purposes of constructing, installing, operating, and maintaining municipal storm drainage facilities (drainage channels, piping and structures) upon, across, over, and under the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, maintain, and remove any storm drainage facilities installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of such storm drainage facilities. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon and to restore the Easement area in a reasonable manner consistent with the customary operation of a municipal storm drain utility.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement. Grantor may, however, construct and erect fences within the limits of the Easement in a manner which will not unreasonably interfere with the access by the Grantee to the storm drainage facilities installed in accordance herewith.

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EXHIBIT D (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: 741 Forest Road, LLC

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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EXHIBIT D (cont.)

Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Drainage Easement

APN: 401-38-012

Job # 10201 11/17/2022

Parcel 1:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 291.67 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 96.50 feet to which the radius point bears South 83°10'10" East;

Thence leaving said line, southeasterly along the arc of said curve 137.54 feet, through a central angle of 81°39'56";

Thence South 74°50'07" East, 127.21 feet to the beginning of a curve concave southwesterly, having a radius of 123.50 feet;

Thence southeasterly along the arc of said curve 6.92 feet, through a central angle of 03°12'46" to the **TRUE POINT OF BEGINNING**;

Thence North 14°28'32" East, 22.55 feet;

Thence South 75°31'28" East, 20.00 feet;

Thence South 14°28'32" West, 25.57 feet to a point on said curve;

Thence northwesterly along the arc of said curve, 20.25 feet through a central angle of 09°23'41" to the **TRUE POINT OF BEGINNING**.

Containing 476 ± feet².

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Parcel 2:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 329.89 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to the northwest corner of said parcel;

Thence South 00°47'09" West, 39.08 feet along the westerly line of said parcel;

Thence South 00°53'36" West, 66.69 feet along said line to the **TRUE POINT OF BEGINNING**;

Thence leaving said line, North 89°26'40" East, 16.03 feet;

Thence South 00°49'36" East, 213.67 feet;

Thence South 52°36'47" East, 29.99 feet;

Thence North 89°43'33" East, 7.06 feet;

Thence South 00°16'27" East, 10.00 feet;

Thence South 89°43'33" West, 20.29 feet;

Thence North 52°36'47" West, 33.40 feet;

Thence North 00°49'36" West, 194.00 feet;

Thence North 00°53'36" West, 27.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 4,126 ± feet² or 0.095 Acres

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Parcel 3:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 329.89 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to the northwest corner of said parcel;

Thence South 00°47'09" West, 39.08 feet along the westerly line of said parcel;

Thence South 00°53'36" West, 66.69 feet along said line;

Thence leaving said line, North 89°26'40" East, 42.90 feet to the beginning of a non-tangent curve concave northeasterly, having a radius of 130.00 feet to which the radius point bears North 43°32'22" East;

Thence southeasterly along the arc of said curve 64.38 feet, through a central angle of 28°22'29";

Thence South 74°50'07" East, 127.21 feet to the beginning of a curve concave southwesterly, having a radius of 90.00 feet;

Thence southeasterly along the arc of said curve 27.82 feet, through a central angle of 17°42'28" to the **TRUE POINT OF BEGINNING**;

Thence continuing southerly along the arc of said curve 173.40 feet, through a central angle of 110°23'21";

Thence North 36°44'17" West, 5.00 feet to a point on a curve concave westerly having a radius of 85.00 feet to which the radius point bears North 36°44'17" West;

Thence northeasterly and northwesterly along the arc of said curve 163.77 feet, through a central angle of 110°23'21";

Thence North 32°52'21" East, 5.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 843 ± feet².

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Parcel 4:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 329.89 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to the northwest corner of said parcel;

Thence South 00°47'09" West, 39.08 feet along the westerly line of said parcel;

Thence South 00°53'36" West, 66.69 feet along said line;

Thence leaving said line, North 89°26'40" East, 16.03 feet;

Thence South 00°49'36" East, 213.67 feet;

Thence South 52°36'47" East, 29.99 feet;

Thence North 89°43'33" East, 7.06 feet;

Thence South 00°16'27" East, 10.00 feet;

Thence North 89°43'33" East, 148.06 feet to the beginning of a curve concave northwesterly, having a radius of 90.00 feet;

Thence northeasterly along the arc of said curve 33.28 feet, through a central angle of 21°11'13" to the **TRUE POINT OF BEGINNING**;

Thence continuing northeasterly along the arc of said curve 20.00 feet, through a central angle of 12°43'57";

Thence North 27°43'57" West, 12.45 feet;

Thence South 62°10'22" West, 20.00 feet;

Thence South 27°55'19" East, 148.06 feet to the **TRUE POINT OF BEGINNING**;

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Containing 256 ± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

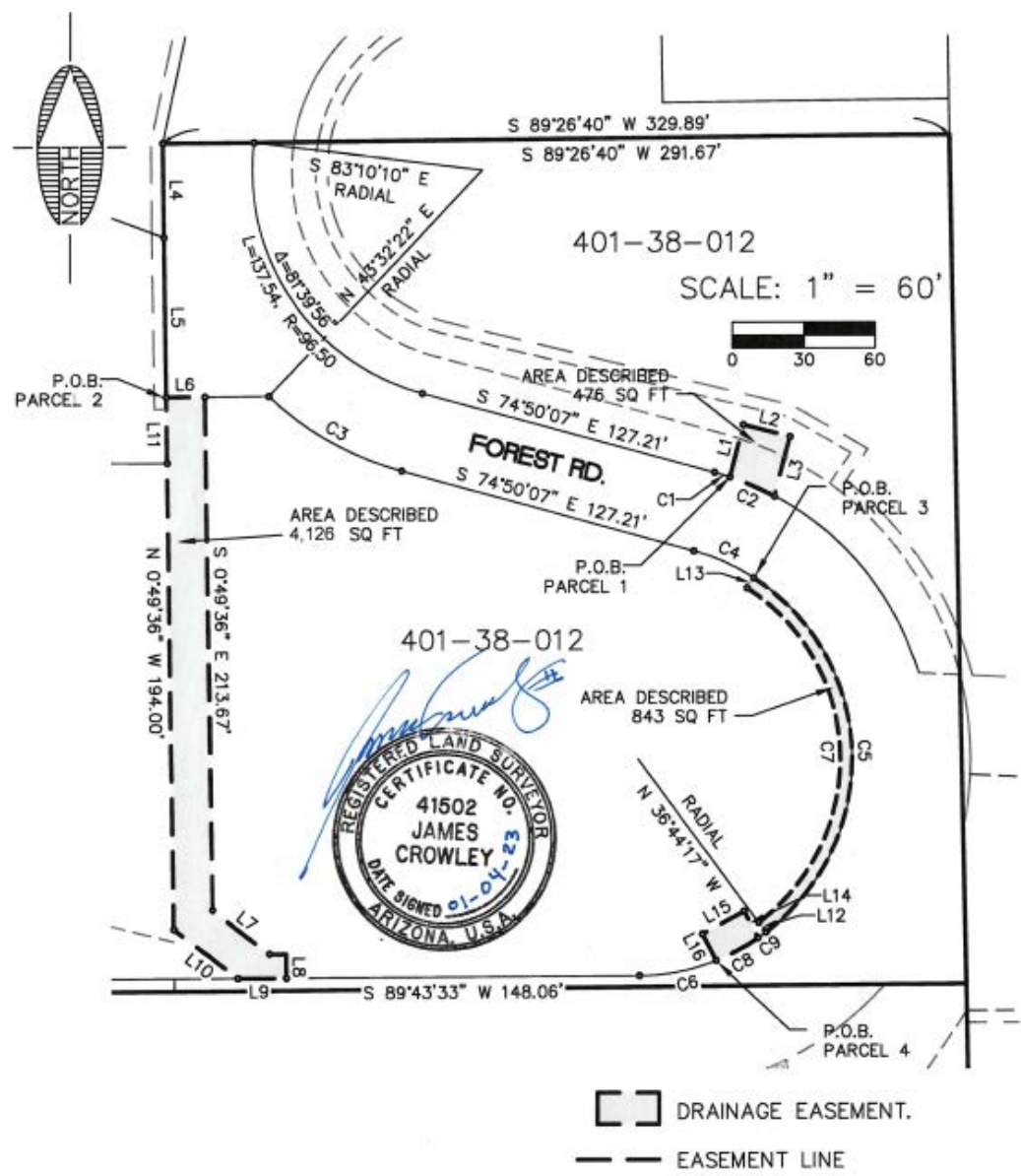


Sheet 5 of 7

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PLOTTED: Dec 09, 2022 - 2:24pm
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 17 NORTH, RANGE 6 EAST,
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



□ DRAINAGE EASEMENT.
 - - - EASEMENT LINE

 Shephard & Wesnitzer, Inc.	221 N. Mariko St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.swiaz.com	JOB NO. 19201 DATE 12/9/2022 SCALE 1"=60' DRAWN BPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 6 6 OF 7
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PLOTTED: Dec 09, 2022--2:24pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Line #	Length	Direction
L1	22.55	N14° 28' 32"E
L2	20.00	S75° 31' 28"E
L3	25.57	S14° 28' 32"W
L4	39.08	S0° 47' 09"E
L5	66.69	S0° 53' 36"E
L6	16.03	N89° 26' 40"E
L7	29.99	S52° 36' 47"E
L8	10.00	S0° 16' 27"E
L9	20.29	S89° 43' 33"W
L10	33.40	N52° 36' 47"W
L11	27.51	N0° 53' 36"W

Line #	Length	Direction
L12	5.00	N36° 44' 17"W
L13	5.00	N32° 52' 21"E
L14	12.45	S27° 43' 57"E
L15	20.00	N62° 10' 22"E
L16	12.45	N27° 55' 19"W

Curve #	Length	Radius	Delta
C1	6.92	123.50	3°12'46"
C2	20.25	123.50	9°23'41"
C3	64.38	130.00	28°22'29"
C4	27.82	90.00	17°42'28"
C5	173.40	90.00	110°23'21"
C6	33.28	90.00	21°11'12"
C7	163.77	85.00	110°23'21"
C8	20.00	90.00	12°43'57"
C9	4.00	90.00	2°32'42"



Mark J. Polydoros

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221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

JOB NO. 19201
DATE 7/29/2021
SCALE XXX
DRAWN RPR
DESIGN
CHECKED MP

FOREST ROAD EXTENSION

COCONINO COUNTY
ARIZONA

APN: 401-38-012
EASEMENT EXHIBIT

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Exhibit 4

[Permanent Easement (roadway right-of-way) with legal descriptions and diagrams]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT E

Document to be recorded:
Permanent Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT E (cont.)

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent easement (the "Easement") for purposes of constructing, installing, operating, and maintaining a Public Roadway Right-of-way for use by the general public, including shared use path, public utilities and any public roadway related appurtenances upon, across, over, and under the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the public roadway, shared use path, public utilities, and any public roadway appurtenances installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of the roadway, shared use path, public utilities, and other appurtenant facilities. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon and to restore damage caused solely by the Grantee to the Grantor's property or Easement area in a reasonable manner consistent with the customary operations of the Public Roadway Right-of-way.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Subject to the provisions herein, Grantor reserves the right to use and occupy the Easement for any lawful use or purpose; provided, however, that such use shall not interfere with Grantee's right and ability to locate, repair, replace, operate and maintain or remove facilities of a Public Roadway right-of-way within the Easement.

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EXHIBIT E (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: 741 Forest Road, LLC

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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EXHIBIT E (cont.)

Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Right of Way Easement

APN: 401-38-012

Job # 10201 07/29/2021

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila & Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 89°26'40" West, 275.00 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 80.00 feet to which the radius point bears South 81°38'06" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southeasterly along the arc of said curve 116.16 feet, through a central angle of 83°12'03";

Thence South 74°50'07" East, 127.21 feet to the beginning of curve concave southwesterly, having a radius of 140.00 feet;

Thence southeasterly along the arc of said curve 147.38 feet, through a central angle of 60°18'55" to a point on the easterly line of said parcel;

Thence North 87°17'37" West, 17.39 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 123.50 feet to which the radius point bears South 73°51'44" West;

Thence leaving said line, Northwesterly along the arc of said curve 124.88, through a central angle of 57°56'12";

Thence North 74°50'07" West, 127.21 feet to the beginning of a curve concave northeasterly, having a radius of 96.50 feet;

Thence northwesterly and northeasterly along the arc of said curve 137.50 feet, through a central angle of 81°39'56" to a point on the northerly line of said parcel;

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Thence North 89°26'40" East, 16.64 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 6,440 ± feet² or 0.148 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

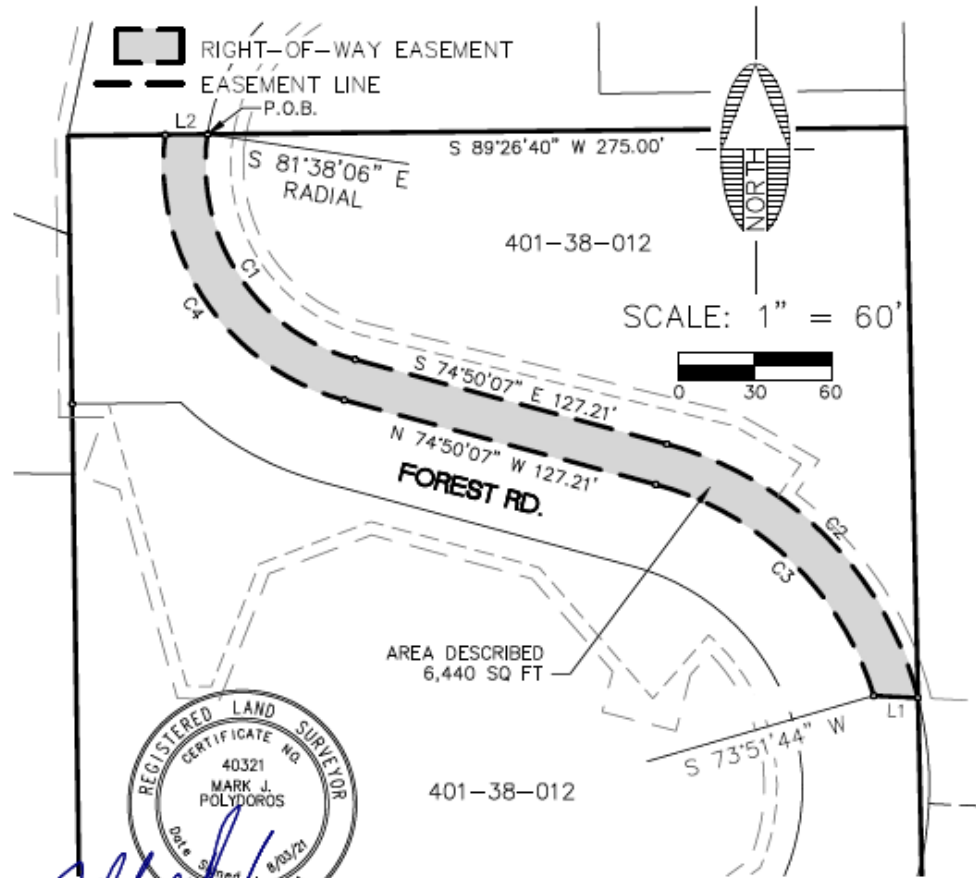


Sheet 2 of 3

PLOTTED: Aug 03, 2021-10:07am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Line #	Length	Direction
L1	17.39	N87° 17' 37\"W
L2	16.67	N89° 26' 40\"E

Curve #	Length	Radius	Delta
C1	116.16	80.00	83°12'03\"
C2	147.38	140.00	60°18'55\"
C3	124.88	123.50	57°56'12\"
C4	137.50	96.50	81°39'56\"

FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138-012_ROW_EASE.DWG MPOLYDOROS

 Shepherd & Associates, Inc.	221 N. Martha St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.swi12.com	JOB NO. 19201 DATE 7/29/2021 SCALE 1"=60' DRAWN RPR DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 3 3 OF 3
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Exhibit 5

[Temporary Construction Easement with legal descriptions and diagrams]

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Recorded at the request of:
CITY OF SEDONA

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

EXHIBIT F

Temporary Construction Easement

Parties:
City of Sedona

and:
741 Forest Road, LLC

Assessor's Parcel Number:
401-38-012

County:
Coconino

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EXHIBIT F (cont.)

When Executed Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in Schedule "A" attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

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EXHIBIT F (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: 741 Forest Road, LLC

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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Exhibit A
Legal Description
Temporary Construction Easement
APN: 401-38-012
01/01/2023

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6, East of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01°08'39" East, a distance of 300.22 feet, basis of bearing (South 01°02'31" East, 300.00 feet record, Instrument Number 3764195) from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section;

Thence South 89°26'40" West, 259.78 feet along the northerly line of that parcel of land recorded in Instrument Number 3764195, Official Records of Coconino County to a point on a non-tangent curve concave to the northeast, having a radius of 65.00 feet to which the radius point bears South 79°33'11" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southeasterly along the arc of said curve 96.69 feet, through a central angle of 85°13'35";

Thence South 76°18'44" East, 151.39 feet;

Thence South 60°14'25" East, 36.65 feet;

Thence South 35°04'43" West, 16.08 feet to the beginning of a non-tangent curve concave To the southwest, having a radius of 145.00 feet to which the radius point bears South 37°03'17" West;

Thence southeasterly along the arc of said curve 80.24 feet, through a central angle of 31°42'29" to a point on the easterly line of said parcel;

Thence South 01°15'09" East, 17.45 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 140.00 feet to which the radius point bears South 75°29'23" West;

Thence leaving said line, northwesterly along the arc of said curve 98.74 feet, through a central angle of 40°24'40";

Thence North 35°04'43" East, 15.51 feet;

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Continuation of Legal Description
Temporary Construction Easement
APN: 401-38-012

Page 2

Thence North 60°14'25" West, 30.45 feet;

Thence North 76°18'44" West, 150.75 feet to the beginning of a curve concave to the northeast, having a radius of 70.00 feet;

Thence northwesterly along the arc of said curve 103.22 feet, through a central angle of 84°29'15" to a point on the northerly line of said parcel;

Thence North 89°26'40" East, 5.09 feet along said line to the **TRUE POINT OF BEGINNING**.
Containing 1,947 Square Feet (0.0447 Acre);

As depicted on exhibit drawing attached hereto and made a part hereof.

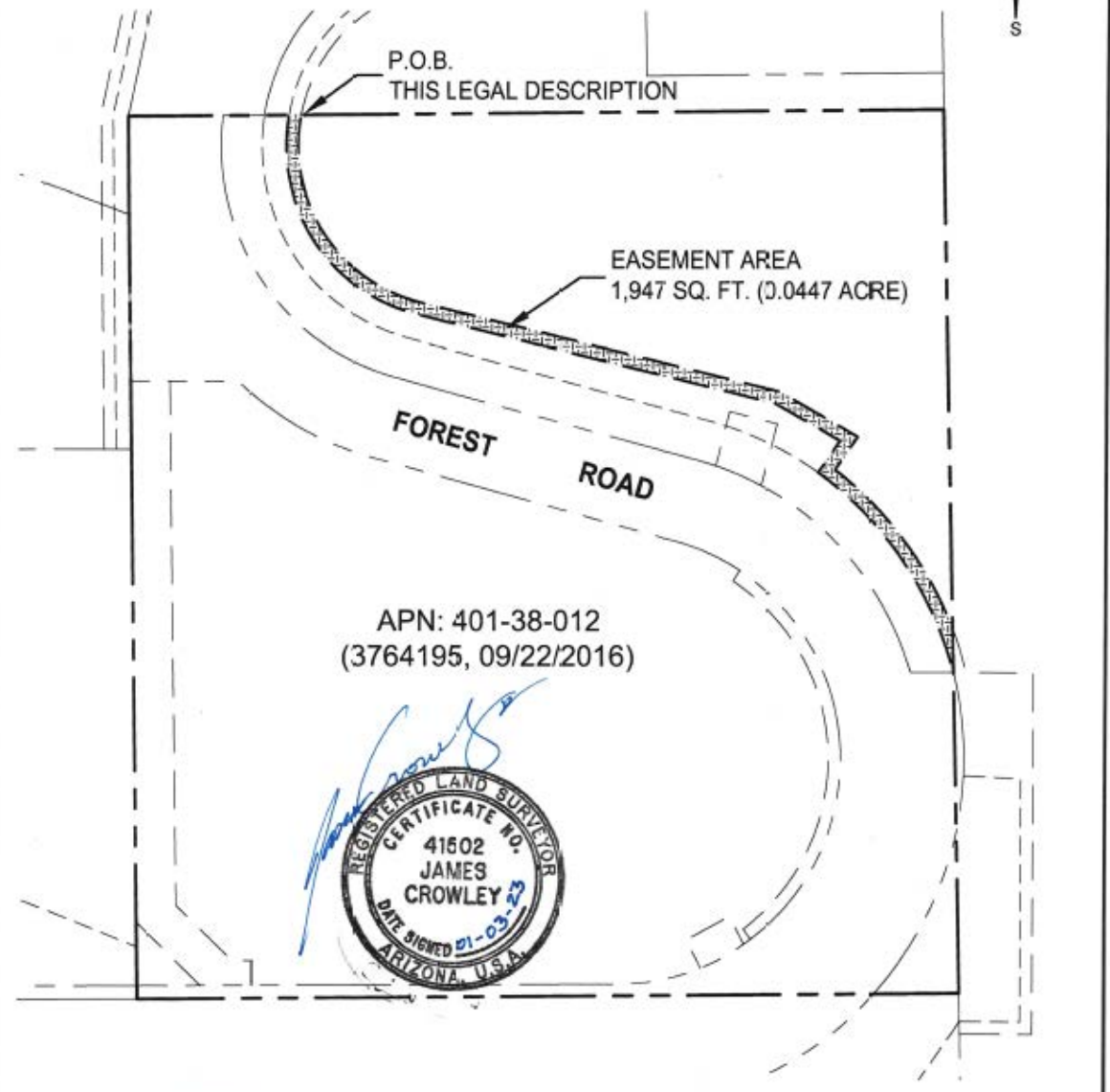
This legal description was prepared by James Crowley, RLS 41502 at the request of City of Sedona.



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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST, GILA AND SALT
RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



012-TCE 20221220

3 January 2023

RJW


 <p><i>City of Sedona</i> PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 PHONE: 928-204-7111</p>	<p>Project Name and Location FOREST ROAD CONNECTION Forest Road Sedona, Arizona</p>	<p>Sheet Title APN: 401-38-012 EASEMENT EXHIBIT</p>	<p>Date 12/20/2022</p> <p>Scale 1" = 60'</p> <p>Sheet/Page 3</p>
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EXHIBIT 4

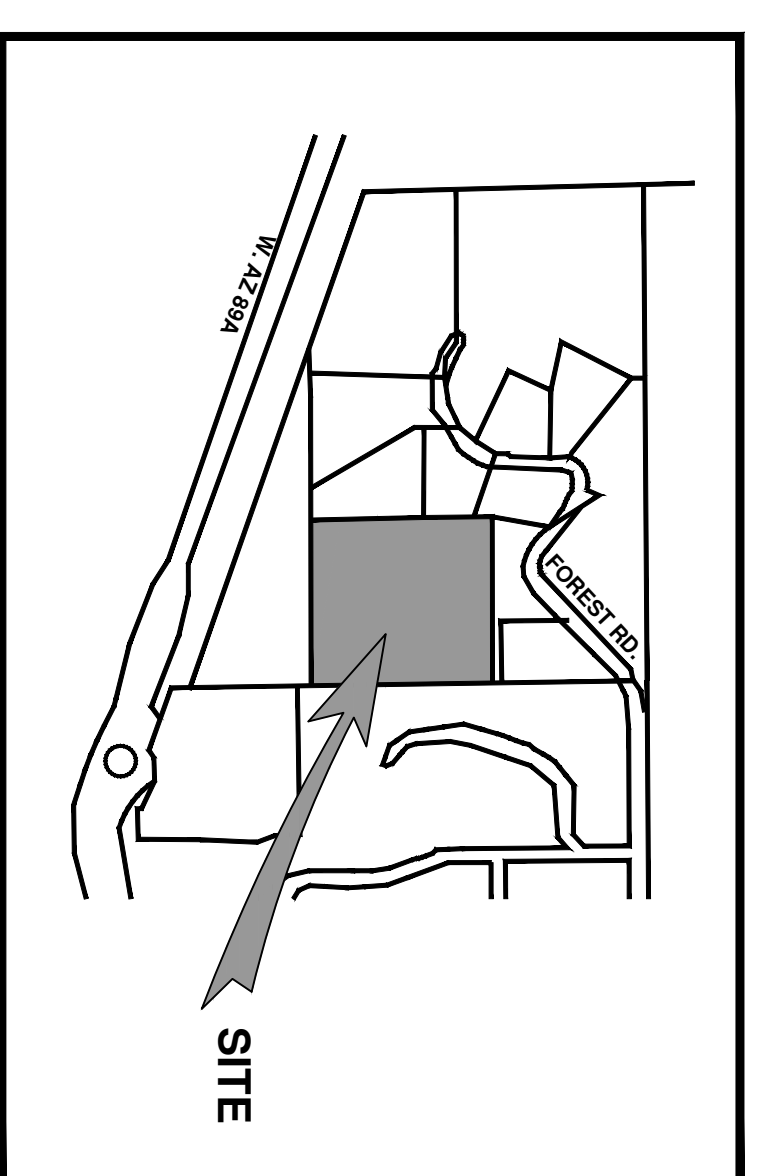
MAP REFLECTING LOCATION OF 5 UTILITY SLEEVES

BOWERS UTILITY

A SUBDIVISION OF PARCEL LOCATED WITHIN THE NW¼ of the SE¼ of OF SECTION 7, 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 401-38-012 CONTAINING ±2.68 ACRES ZONED SINGLE FAMILY RESIDENTIAL (RS-18)

DECLARATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
 741 FOREST ROAD, LLC, A LIMITED LIABILITY CORPORATION ("TRUSTEE"), HAS SUBDIVIDED UNDER THE NAME OF "BOWERS SUBDIVISION", A PORTION OF THE NW¼ of the SE¼ of SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR 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 EASEMENTS IN CONNECTION WITH THE 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.
 FURTHER, THE "TRUSTEE" HEREBY GRANTS TO THE CITY OF SEDONA, A MUNICIPAL CORPORATION, LICENSE TO ACCESS UPON THE ESTABLISHED EASEMENTS 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 _____ 2024.
 BY: _____ TRUST OFFICER
 STATE OF ARIZONA)
 COUNTY OF COCONINO) SS
 SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 2024
 BY: _____, MY COMMISSION EXPIRES _____
 NOTARY PUBLIC _____



VICINITY MAP
NOT TO SCALE

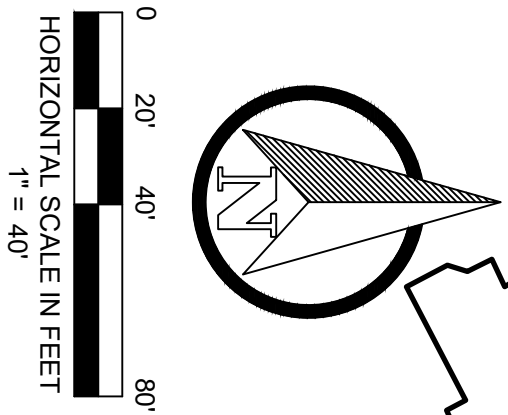
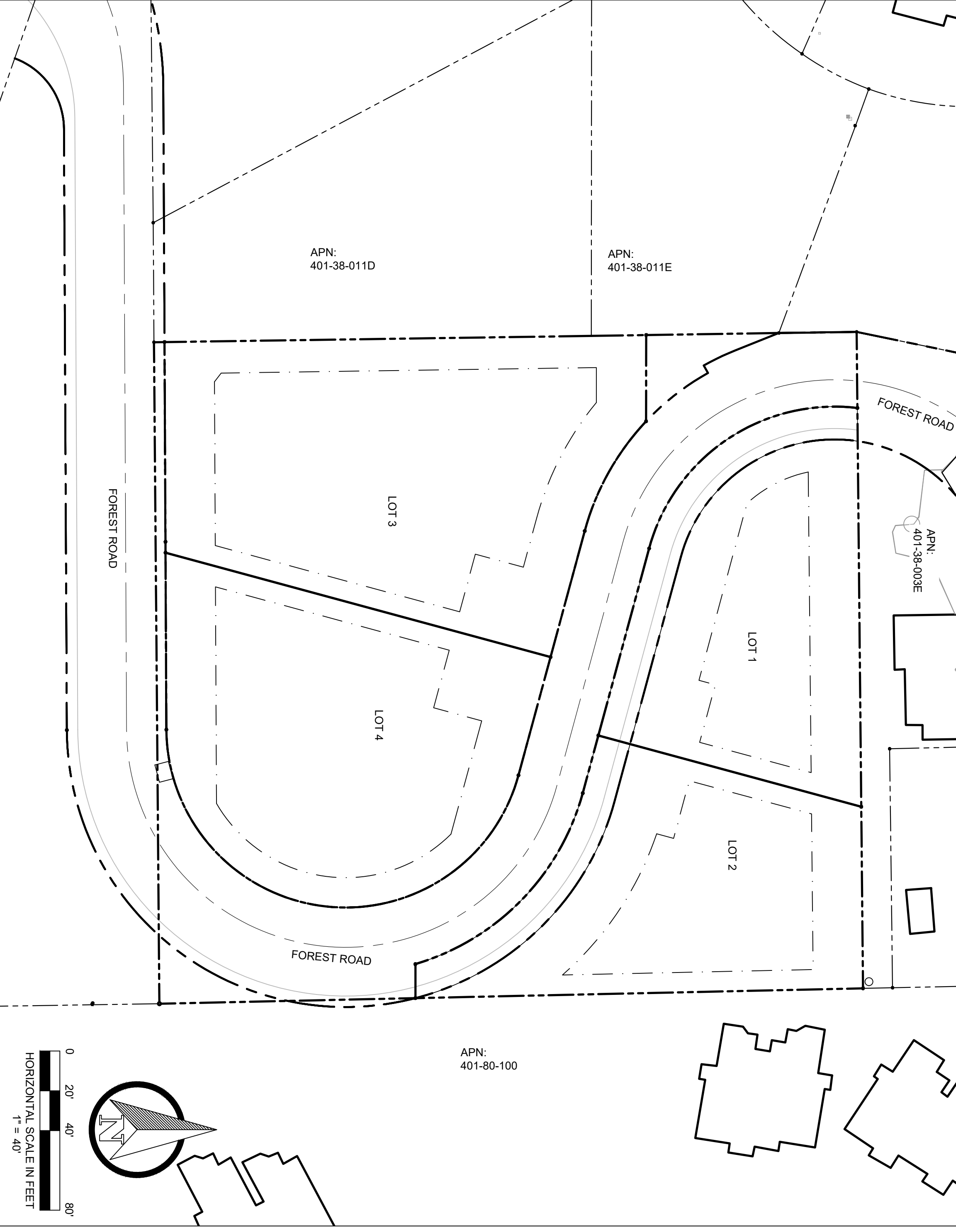
DEVELOPER
CONTACT INFORMATION

741 FOREST ROAD, LLC
 PO Box 3068
 Sedona, AZ – 86336

PARCEL ZONING RS-18

SINGLE FAMILY RESIDENCE
 MIN LOT SIZE = 18,000 SQ. FT.
 LOTS 1 – 4
 SMALLEST LOT = 19,245 S.F. (0.44 AC)
 LARGEST LOT = 30,064 S.F. (0.69 AC)
 AVERAGE LOT SIZE = 24,664 S.F. (0.57 AC)

UTILITY COMPANIES
 ELECTRIC: ARIZONA PUBLIC SERVICE COMPANY
 P.O. BOX 53920, STE. 9996
 PHOENIX, ARIZONA 85072-3920
 WATER: ARIZONA WATER COMPANY
 3201 N. CENTURION HIGHWAY
 PHOENIX, AZ 85008-5351
 SEWER: CITY OF SEDONA
 PUBLIC WORKS DEPARTMENT
 102 ROADRUNNER DRIVE
 SEDONA, AZ 86336
 CABLE/PHONE: CENTURYLINK
 CENTURYLINK ENGINEERING
 500 S. CALVARY WAY
 COTTONWOOD, AZ 86326
 OPTIMUM INTERNET SERVICE:
 2370 W SR 89A SEDONA
 GAS: UNSOURCE ENERGY SERVICES
 UNS GAS, INC.
 P.O. BOX 80078
 PRESCOTT, AZ 86304-8078
 SOLID WASTE COLLECTION: PATRIOT DISPOSAL
 211 SMITH ROAD
 SEDONA, AZ 86336



LEGAL DESCRIPTION

PARCEL A: (LOT 1 & LOT 2)
 BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, BEARING SOUTH 01° 02' 31" EAST, A DISTANCE OF 300.00 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7 TO THE POINT BEGINNING
 THENCE SOUTH 1 DEGREES, 14 MINUTES, 53.45 SECONDS EAST, A DISTANCE OF 224.86 FEET;
 THENCE SOUTH 89 DEGREES, 59 MINUTES, 59.93 SECONDS WEST, A DISTANCE OF 17.11 FEET;
 THENCE NORTHWESTERLY THROUGH A CONVEX CURVE WITH A LENGTH OF 125.71 FEET, A RADIUS OF 123.50 FEET, A DELTA OF 58 DEGREES, 19 MINUTES, 08 SECONDS;
 THENCE SOUTH 74 DEGREES, 50 MINUTES, 06.85 SECONDS WEST, A DISTANCE OF 58.94 FEET;
 THENCE NORTHWESTERLY THROUGH A CONVEX CURVE WITH A LENGTH OF 137.94 FEET, A RADIUS OF 96.50 FEET, A DELTA OF 81 DEGREES, 39 MINUTES, 56 SECONDS;
 THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS EAST, A DISTANCE OF 77.38 FEET TO THE POINT OF BEGINNING.
 PARCEL B: (LOT 3 & LOT 4)
 BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, BEARING SOUTH 01° 02' 31" EAST, A DISTANCE OF 300.00 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7
 THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS WEST, A DISTANCE OF 77.58 FEET;
 THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS WEST, A DISTANCE OF 214.09 FEET;
 THENCE SOUTHEASTERLY THROUGH A CONVEX CURVE WITH A LENGTH OF 63.77 FEET, A RADIUS OF 130 FEET, A DELTA OF 28 DEGREES, 06 MINUTES, 16 SECONDS;
 THENCE SOUTH 74 DEGREES, 50 MINUTES, 06.85 SECONDS EAST, A DISTANCE OF 58.94 FEET;
 THENCE SOUTH 74 DEGREES, 50 MINUTES, 06.85 SECONDS EAST, A DISTANCE OF 67.71 FEET;
 THENCE SOUTHEASTERLY THROUGH A CONVEX CURVE WITH A LENGTH OF 125.71 FEET, A RADIUS OF 123.50 FEET, A DELTA OF 58 DEGREES, 19 MINUTES, 08 SECONDS;
 THENCE SOUTH 89 DEGREES, 59 MINUTES, 59.93 SECONDS WEST, A DISTANCE OF 17.11 FEET;
 THENCE SOUTH 89 DEGREES, 59 MINUTES, 59.93 SECONDS WEST, A DISTANCE OF 100.36 FEET;
 THENCE SOUTHEASTERLY THROUGH A CONVEX CURVE WITH A LENGTH OF 125.71 FEET, A RADIUS OF 123.50 FEET, A DELTA OF 58 DEGREES, 19 MINUTES, 08 SECONDS;
 THENCE SOUTH 89 DEGREES, 59 MINUTES, 59.93 SECONDS WEST, A DISTANCE OF 100.36 FEET;
 THENCE SOUTH 89 DEGREES, 59 MINUTES, 59.93 SECONDS WEST, A DISTANCE OF 241.98 FEET;
 THENCE NORTH 89 DEGREES, 54 MINUTES, 23.11 SECONDS WEST, A DISTANCE OF 43.37 FEET;
 THENCE NORTH 89 DEGREES, 54 MINUTES, 23.11 SECONDS WEST, A DISTANCE OF 106.35 FEET;
 THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS EAST, A DISTANCE OF 214.09 FEET;
 THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS EAST, A DISTANCE OF 77.38 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF APPROVALS

SEDONA COMMUNITY DEVELOPMENT DEPARTMENT	DATE
DIRECTOR	DATE
SEDONA FIRE DISTRICT	DATE
FIRE MARSHAL	DATE
SEDONA PUBLIC WORKS DEPARTMENT	DATE
CITY ENGINEER	DATE
SEDONA CITY COUNCIL	DATE
MAYOR OF SEDONA	DATE
CITY CLERK	DATE

PLAT NOTES

- 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.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE DRAINAGE EASEMENT EXCEPT STONE, GRAVEL, PAVEMENT, HORIZONTAL IMPROVEMENTS OR OTHER DRAINAGE CHANNEL MATERIALS OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
- FRONT PROPERTY LINES FOR LOTS 1 & 2 ARE THE BACK OF THE CURB AND FOR LOTS 3 AND 4 IS THE RIGHT OF WAY.
- ALL FRONT BUILDING SETBACKS SHALL BE MEASURED FROM THE RIGHT OF WAY.
- LOT CORNERS WITHIN THE SUBDIVISION SHALL BE SET WITHIN 90 DAYS OF THE APPROVED PLAT AND REPORTED TO THE CITY OF SEDONA. ALL LOT CORNERS IN ACCORDANCE WITH THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS BY THE REGISTERED LAND SURVEYOR OF RECORD. THE MONUMENTS SHALL BE 1/2" REBAR 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-_____"
- THE FOUND MONUMENTS SHOWN HEREON ARE FROM THE NOTES OF THE ACTUAL FIELD SURVEY CONDUCTED BY _____ RLS # _____ ON _____
- ALL RECORDED EASEMENTS ARE SHOWN AS PART OF THESE DOCUMENTS.
- THE WORD "CERTIFICATION", AS SHOWN HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS DEPICTED ON THIS PLAT AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
- THE LAND BEING SUBDIVIDED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

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 WERE CONDUCTED UNDER MY DIRECT SUPERVISION AND I AM HEREBY SUBSCRIBING TO ALL CONDITIONS AND RESTRICTIONS OF THE PUBLIC RECORD ON THIS DATE: _____

TIM HAWKES

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
 Call 811 or click Arizona811.com

SHEET TITLE: WATER COVER SHEET PROJECT TITLE: BOWERS SUBDIVISION PZ21-00020 SEDONA, AZ	DRAWN BY: SSS SCALE: NTS DATE: 08/16/2024 PROJECT NO: 220219 SHEET NO. V-1	<p>40 STUTZ BEARCAT DR. #8 SEDONA, ARIZONA 86336 PH: (928) 202-3999 LS@SEFENGCO.COM</p>	
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RESOLUTION NO. 2024-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING A SETTLEMENT AGREEMENT WITH 741 FOREST ROAD,
LLC, TO RESOLVE ONGOING LITIGATION IN COCONINO COUNTY SUPERIOR
COURT CASE NUMBER CV2022-00090.**

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

Section 1. That it is deemed in the best interest of the City of Sedona and its citizens that the City enter into a Settlement Agreement with 741 Forest Road, LLC to resolve ongoing litigation in Coconino County Superior Court Case No. CV2022-00090, which Agreement is now on file in the office of the City Clerk of the City of Sedona.

Section 2. That the Mayor is authorized and directed to execute and deliver said agreement on behalf of the City of Sedona.

ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 8th day of October, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



CITY COUNCIL
AGENDA BILL

AB 3092
October 8, 2024
Regular Business

Agenda Item: 8a

Proposed Action & Subject: Presentation/discussion with Northern Arizona Healthcare (NAH) Chief Operating Officer Bo Cofield and VP, Construction and Real Estate Development, Steve Eiss.

Table with 2 columns: Category (Department, Time to Present, Total Time for Item, Other Council Meetings, Exhibits) and Value (City Manager, 20 Minutes, 40 Minutes, N/A, N/A).

Table with 3 columns: Approval/Recommendation (Finance Approval, City Attorney Approval, City Manager's Recommendation), Review/Status (Reviewed 9/23/24 BGW, Reviewed 9/23/24 KWC, For discussion only. ABS 09/23/24), and Financials (Expenditure Required, Amount Budgeted, Account No. (Description)).

SUMMARY STATEMENT

Background: Council invited Northern Arizona Health executives to present an update regarding current and future health services plans for the Sedona area.

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

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

Alternative(s): None

MOTION

I move to: For presentation and discussion only.



**CITY COUNCIL
AGENDA BILL**

**AB 3071
October 8, 2024
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Public Hearing/discussion/possible action regarding adoption of Draft Land Use Assumptions, Infrastructure Improvement Plan (IIP), and Development Fees.

Department	City Manager/Anette Spickard and Ben Griffin of Tischler Bise
Time to Present	30 minutes
Total Time for Item	60 minutes
Other Council Meetings	N/A
Exhibits	A. Draft Land Use Assumptions Document (LUA), Infrastructure Improvement Plan (IIP), Development Fees B. PowerPoint Presentation

Finance Approval	Reviewed 9/24/24 BGW	
City Attorney Approval	Reviewed 9/24/24 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Conduct public hearing and adopt LUA and IIP. ABS 9/23/24	Amount Budgeted
		\$ 0
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: Development Impact Fees (DIFs) are one-time charges applied to new development in order that new growth will pay its fair share of infrastructure improvements needed to provide municipal services, and to ensure that existing residents are not unduly burdened to pay for improvements and services needed to accommodate new development. The City of Sedona first adopted DIFs on May 18, 1998. A.R.S. § 9-463.05 is the state statute that enables municipalities to assess, collect, and spend development fees.

The City's DIFs were last updated in 2019 and became effective on September 9, 2019. They are required by statute to be updated every five years. As required by law, the City retained the services of an outside consultant to complete the update.

State statute also requires the City to follow a series of prescribed steps to develop and implement new DIFs. These steps include a minimum of 225 days and include public hearings and public comment periods. The draft schedule for the implementation of Sedona's fees is set forth below.

Sedona Adoption Process Schedule- Revised

- June 1, 2024: Publish Draft Land Use Assumptions (LUA) and Infrastructure Improvement Plan (60 days)
 - The documents and public hearing information were published on our Community Development Fees website on May 30, 2024
- August 13, 2024: Public Hearing, LUA and IIP presentation (30 days)
 - Council held the hearing and asked staff to revise the adoption schedule to include another meeting prior to adoption so that the consultant could bring back comparison data of other communities.
- September 24, 2024: LUA and IIP presentation, community comparison data review
- October 8, 2024: Public Hearing, LUA and IIP Adoption
- October 9, 2024: Publish Draft Development Fee Report (+30 days)
- November 12, 2024: Public Hearing, Development Fee Report presentation (+30 days)
- January 14, 2025: Public Hearing, Development Fee Report Adoption (+75 days)
- March 31, 2025: Development Fees Effective

The publication of a notice of public hearing on Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP), and the publication of those draft plans is required a minimum of 60 days prior to this first hearing. Those documents were published more than 60 days in advance. Council has held the first public hearing and a second public meeting to discuss the LUA and IIP. The purpose of this meeting is to conduct the second public hearing and adopt the LUA and IIP. After adoption, the draft Development Fees Report will be published for 30 days in advance of the next public hearing scheduled for November 12.

- The LUA is required to document projections of changes in land uses, densities, intensities, and population for the City's service area over a period of at least ten years and pursuant to the City's Community Plan.
- The IIP is a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee. It examines the City's existing level of service and identifies a list of potential projects needed to serve future development.

The fees are based on a combination of the LUA and the IIP and the application of a fee-calculation methodology for each fee category. The consultant evaluated existing conditions and needs for each service area and identified and applied the most appropriate methodology to develop the fees. The three possible fee methodologies include:

- Incremental Expansion - The incremental expansion, or consumption method, documents the current level-of-service (LOS) for public facilities (ex. Parks acres per capita). The jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. This method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.
- Plan Based - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a facility plan, CIP, or master plan. In this method, the total cost of relevant facilities is divided by total demand (e.g., vehicle trips for transportation, persons for parks, etc.) to calculate a cost per unit of demand. Must be able to refine how much of those projects can reasonably be attributable to growth (for Sedona, at near build-out, in most cases this is a very small percentage).

- **Cost Recovery** – The rationale for the cost recovery, or buy-in, approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, costs are allocated to the ultimate number of demand units the facility will serve. This is most common when community has built oversized facilities in anticipation of growth. This is not being used for Sedona.

While it is not necessary to include the draft fees in the IIP at this stage in the adoption process, the consultant has completed the draft fees, and they are included in the IIP for review. Based on the steps prescribed by statute, this hearing is intended to be held to solicit final input on the LUA and IIP prior to adoption, not necessarily on the fees themselves; however, since the draft fees are included, this provides an opportunity for City Council to review the fees as well. The public hearing on the fees themselves will occur after the LUA and IIP are adopted (see above schedule). There will be two subsequent meetings specifically devoted to the fees.

The categories under consideration for assessment of DIF are Streets, Police, and Parks. The consultant will provide the calculation methodology and basis for each of these.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): The Council is required to review these fees per state law. After the LUA and IIP are adopted, the Council will have the opportunity at future meetings as described in the above schedule to decide by policy how much of the fee to impose.

MOTION

I move to: adopt the Land Use Assumptions and Infrastructure Improvement Plan for the Development Impact Fees and direct staff to publish the draft Development Fee Report.

DRAFT
**Land Use Assumptions,
Infrastructure Improvements Plan,
and Development Fee Report**

**Prepared for:
Sedona, Arizona**

April 16, 2024



**4701 Sangamore Road
Suite S240
Bethesda, MD 20816
301.320.6900
www.TischlerBise.com**

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EXECUTIVE SUMMARY

The City of Sedona, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the “IIP”), and update development fees pursuant to Arizona Revised Statutes (“ARS”) § 9-436.05 (hereafter referred to as the “Enabling Legislation”). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development’s proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Sedona’s Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Parks and Recreational Facilities
2. Police Facilities
3. Street Facilities

This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011, to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

- 1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.
- 2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.
- 3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: “impact or need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Parks and Recreational	Citywide	N/A	Park Amenities, Shared-Use Paths	Park Land, Development Fee Report	Park Population, Jobs
Police	Citywide	N/A	Police Facilities, Police Vehicles, Communication Equipment	Development Fee Report	Peak Population, Vehicle Trips
Street	Citywide	N/A	Street Improvements, Shared-Use Paths, Intersection Improvements	Development Fee Report	VMT

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

Current development fees are assessed per dwelling unit, based on unit size, for residential development and per square foot of floor area for nonresidential development.

Figure 2: Current Development Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Current Fees
700 or less	\$717	\$468	\$2,088	\$3,273
701 to 1,200	\$1,004	\$656	\$2,831	\$4,491
1,201 to 1,700	\$1,363	\$890	\$3,580	\$5,832
1,701 to 2,200	\$1,578	\$1,030	\$4,134	\$6,741
2,201 to 2,700	\$1,721	\$1,124	\$4,574	\$7,419
2,701 to 3,200	\$1,865	\$1,218	\$4,943	\$8,025
3,201 to 3,700	\$2,008	\$1,311	\$5,256	\$8,575
3,701 to 4,200	\$2,151	\$1,405	\$5,526	\$9,082
4,201 to 4,700	\$2,223	\$1,452	\$5,767	\$9,442
4,701 or more	\$2,295	\$1,498	\$5,985	\$9,778

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Current Fees
Industrial	\$0.74	\$0.16	\$1.18	\$2.09
Commercial	\$1.07	\$0.83	\$5.36	\$7.25
Office / Other Services	\$1.36	\$0.32	\$2.32	\$4.00
Institutional	\$0.42	\$0.43	\$3.07	\$3.92
Lodging (per room)	\$1,434	\$278	\$1,990	\$3,702

PROPOSED DEVELOPMENT FEES

Proposed development fees will be assessed per dwelling unit, based on unit size, for residential development and per square foot of floor area for nonresidential development. The proposed fees represent the maximum allowable fees. Sedona may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

Figure 3: Proposed Development Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Proposed Fees
700 or less	\$1,734	\$1,274	\$4,373	\$7,381
701 to 1,200	\$2,185	\$1,605	\$5,629	\$9,419
1,201 to 1,700	\$2,809	\$2,064	\$7,145	\$12,018
1,701 to 2,200	\$3,433	\$2,522	\$8,808	\$14,763
2,201 to 2,700	\$4,092	\$3,006	\$10,130	\$17,228
2,701 to 3,200	\$4,525	\$3,325	\$11,320	\$19,170
3,201 to 3,700	\$4,906	\$3,605	\$12,213	\$20,724
3,701 to 4,200	\$5,184	\$3,809	\$12,916	\$21,909
4,201 to 4,700	\$5,444	\$4,000	\$13,544	\$22,988
4,701 or more	\$5,687	\$4,178	\$14,106	\$23,971

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Proposed Fees
Industrial	\$1.03	\$0.49	\$2.83	\$4.35
Commercial	\$1.40	\$2.46	\$14.61	\$18.47
Office / Other Services	\$2.15	\$1.09	\$6.31	\$9.55
Institutional	\$1.99	\$1.50	\$8.68	\$12.17
Lodging (per room)	\$3,277	\$807	\$4,779	\$8,863

DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES

The differences between the proposed and current development fees are displayed below in Figure 4.

Figure 4: Difference Between Proposed and Current Development Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Difference
700 or less	\$1,017	\$806	\$2,285	\$4,108
701 to 1,200	\$1,181	\$949	\$2,798	\$4,928
1,201 to 1,700	\$1,447	\$1,174	\$3,566	\$6,186
1,701 to 2,200	\$1,856	\$1,492	\$4,675	\$8,022
2,201 to 2,700	\$2,371	\$1,882	\$5,556	\$9,809
2,701 to 3,200	\$2,661	\$2,108	\$6,377	\$11,145
3,201 to 3,700	\$2,898	\$2,294	\$6,957	\$12,149
3,701 to 4,200	\$3,033	\$2,404	\$7,390	\$12,827
4,201 to 4,700	\$3,221	\$2,548	\$7,777	\$13,546
4,701 or more	\$3,392	\$2,680	\$8,121	\$14,193

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Difference
Industrial	\$0.29	\$0.33	\$1.65	\$2.26
Commercial	\$0.33	\$1.63	\$9.25	\$11.22
Office / Other Services	\$0.79	\$0.77	\$3.99	\$5.55
Institutional	\$1.57	\$1.07	\$5.61	\$8.25
Lodging (per room)	\$1,843	\$529	\$2,789	\$5,161

LAND USE ASSUMPTIONS

Arizona’s Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

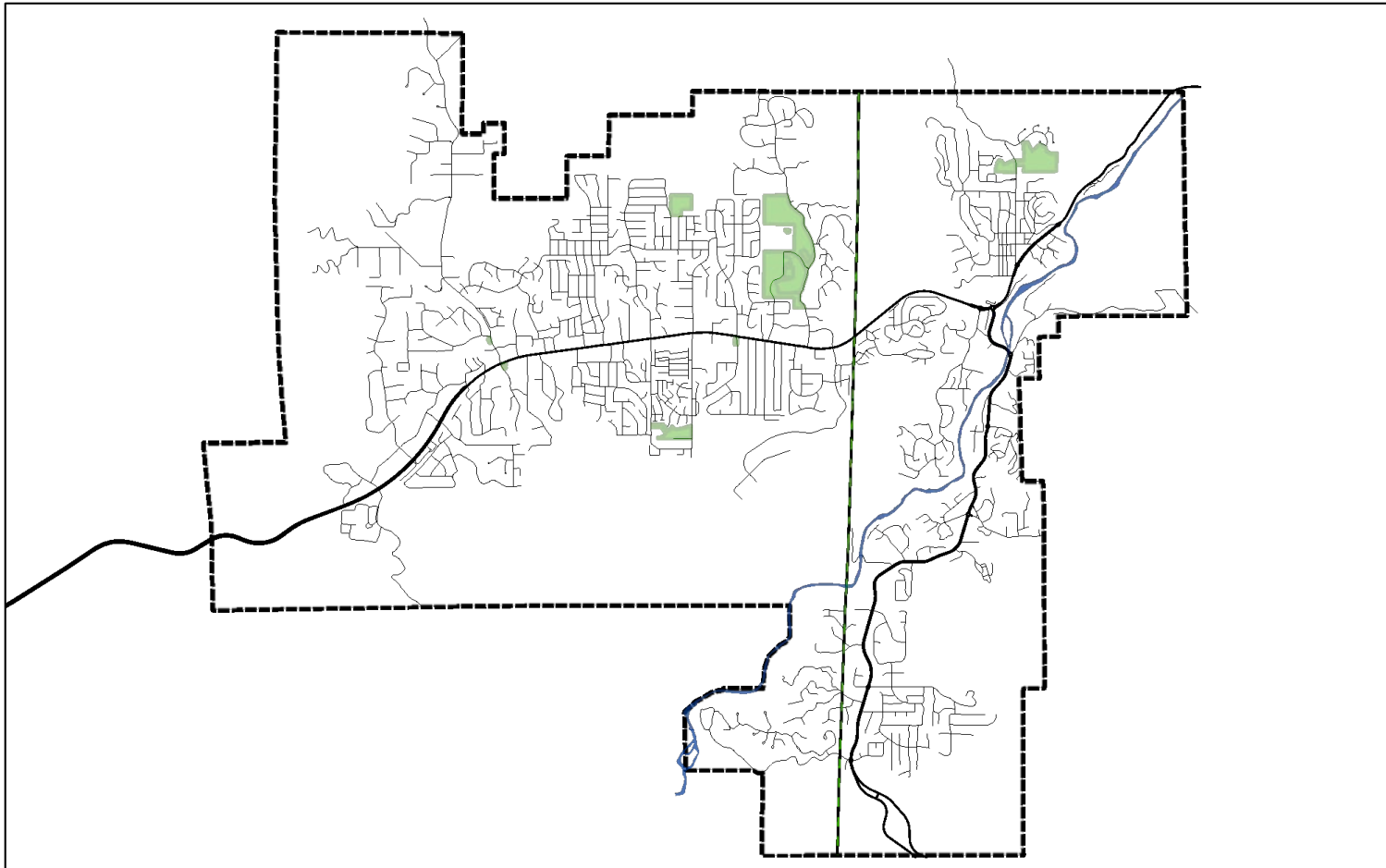
“projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality.”

The estimates and projections of residential and nonresidential development in this Land Use Assumptions document are for all areas within Sedona. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2024 are used in calculating levels of service (LOS) provided to existing development in Sedona. Arizona’s Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years. The Infrastructure Improvements Plan and the Development Fee Report include a citywide service area.

SUMMARY OF GROWTH INDICATORS

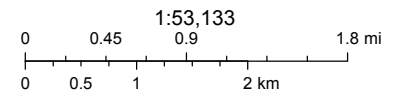
Key land use assumptions include projections of population, housing units, employment, and nonresidential floor area. TischlerBise projects future development based on recent and emerging development trends provided by city staff. Development projections are summarized in Figure L19. These projections will be used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but Sedona will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a peak population increase of 2,171 persons in 1,150 housing units, and nonresidential development projections indicate an employment increase of 392 jobs in approximately 178,000 square feet of floor area.

Figure L1: Development Fee Service Area



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- CITY PARKS
- Street Centerline
- COUNTY LINE
- OAK CREEK
- State Route 179 & 89A



City of Sedona

The City of Sedona makes no warranties, expressed or implied, with respect to the information shown on this map. No portion of this information should be considered or used as a legal document.

RESIDENTIAL DEVELOPMENT

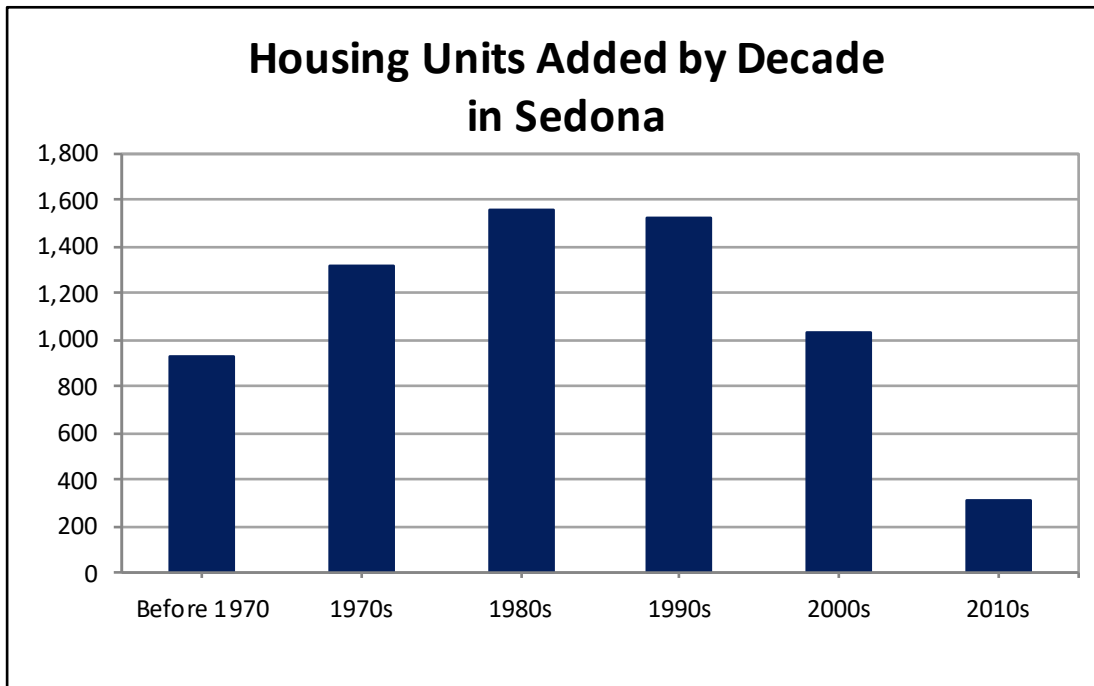
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure L2 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. In the previous decade, Sedona’s housing stock grew by an average of 30 housing units per year.

Figure L2: Housing Units by Decade

Census 2010 Housing Units	6,367	Sedona's housing stock grew by an average of 30 housing units per year from 2010 to 2020.
Census 2020 Housing Units	6,671	
New Housing Units 2010 to 2020	304	



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2010 Summary File 1, 2017-2021 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

Occupancy by Housing Type

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When using PPHU in the fee calculations, the analysis derives infrastructure standards using year-round population. When using PPH in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends Sedona impose development fees for residential development according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For occupancy estimates in Sedona, single-family units include detached units, attached units, and mobile home units. Multi-family units include duplexes, structures with two or more units on an individual parcel of land, recreational vehicles, and all other units.

Figure L3 below shows the occupancy estimates for Sedona based on 2017-2021 American Community Survey 5-Year Estimates. Single-family units averaged 2.00 persons per household and multi-family units averaged 1.84 persons per household. The estimates shown below are used only to calculate occupancy factors and may not match population and housing unit estimates shown throughout this report.

Figure L3: Occupancy by Housing Type

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family ¹	8,585	4,284	2.00	5,494	1.56	85.5%	22.02%
Multi-Family ²	1,135	618	1.84	932	1.22	14.5%	33.69%
Total	9,720	4,902	1.98	6,426	1.51	100.0%	23.72%

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

1. Includes detached, attached (townhouse), and mobile home units.
2. Includes dwellings in structures with two or more units, RVs, and all other units.

Occupancy by Bedroom Range

Development fees must be proportionate to the demand for infrastructure. Averages per household have a strong, positive correlation to the number of bedrooms, so TischlerBise recommends a fee schedule where larger units pay higher development fees. Benefits of the proposed methodology include 1) a proportionate assessment of infrastructure demand using local demographic data and 2) a progressive fee structure (i.e., smaller units pay less, and larger units pay more).

Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, and Sedona is in two Public Use Microdata Areas (AZ PUMAs 400 and 500).

Shown in Figure L4, cells with yellow shading indicate the unweighted survey results which yield the unadjusted estimate of 2.34 persons per household. Unadjusted persons per household estimates are adjusted to match the control total for Sedona – 1.98 persons per household (see Figure L3). Adjusted persons per household estimates range from 1.19 persons per household for units with zero to one bedroom up to 2.99 persons per household for units with five or more bedrooms.

Figure L4: Occupancy by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Households ¹	Housing Mix	Unadjusted PPH	Adjusted PPH ²	Unadjusted VPH	Adjusted VPH ²
0-1	770	614	548	8%	1.41	1.19	1.12	1.02
2	3,685	3,100	1,915	27%	1.92	1.63	1.62	1.47
3	9,143	7,733	3,729	52%	2.45	2.07	2.07	1.89
4	2,636	2,047	834	12%	3.16	2.67	2.45	2.23
5+	637	500	180	2%	3.54	2.99	2.78	2.53
Total	16,871	13,994	7,206	100%	2.34	1.98	1.94	1.77

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Sedona Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Weighted Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

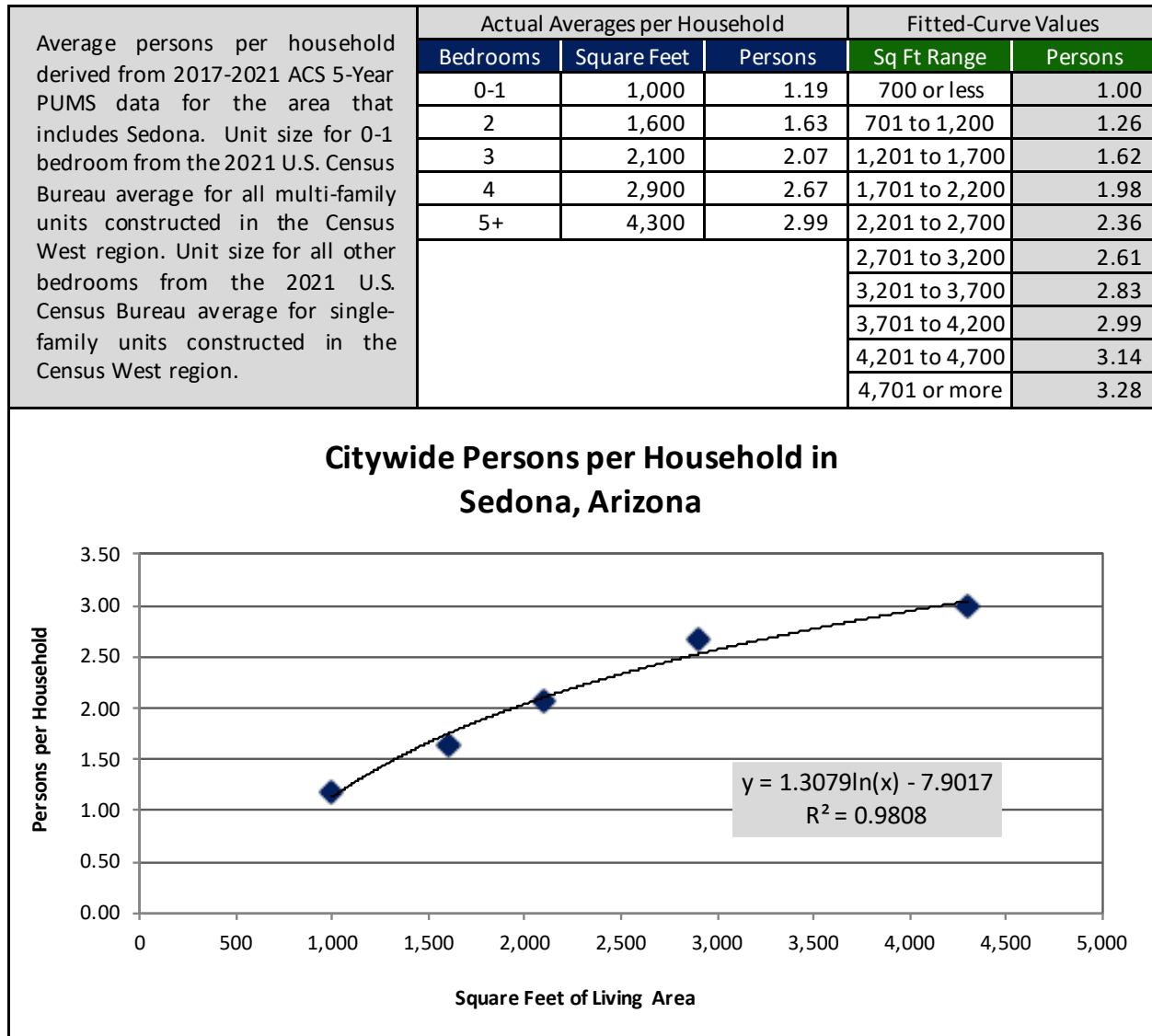
Bedroom Range	AWVTE per Hhld Based on Persons ³	AWVTE per Hhld Based on Vehicles ⁴	AWVTE per Household ⁵	
0-1	3.03	6.32	4.68	1. American Community Survey, Public Use Microdata Sample for AZ PUMAs 400 and 500 (2017-2021 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Sedona, based on American Community Survey 2017-2021 5-Year Estimates. 3. Adjusted persons per household multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per household multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per household.
2	4.16	9.11	6.64	
3	5.28	11.72	8.50	
4	6.81	13.83	10.32	
5+	7.62	15.69	11.66	
Average	5.05	10.97	8.01	

Occupancy by Housing Size

To estimate square feet of living area by bedroom range, TischlerBise uses 2021 U.S. Census Bureau data for housing units constructed in the west region. Based on 2021 estimates, living area ranges from 1,000 square feet for households with zero to one bedroom up to 4,300 square feet for households with five or more bedrooms.

Average square feet of living area and persons per household by bedroom range are plotted in Figure L5 with a logarithmic trend line derived from U.S. Census Bureau estimates discussed in the previous paragraph and adjusted persons per household estimates shown in Figure L4. Using the trend line formula shown in the figure, TischlerBise calculates the number of persons per household, by square feet of living area, using intervals of 500 square feet. TischlerBise recommends a minimum development fee based on a household size of 700 square feet and a maximum fee for units 4,701 square feet or more.

Figure L5: Occupancy by Housing Size



Residential Estimates

Resident Population

Shown below, Figure L6 shows residential permits issued since the 2020 Census. The analysis uses the 2020 Census estimate of 6,671 housing units shown in Figure L2 and residential permits since 2020 to estimate 7,021 housing units in 2024.

Figure L6: Residential Permits

Year	Single Family	Multi-Family	Total
2020	62	0	62
2021	66	84	150
2022	57	1	58
2023 ¹	34	46	80
Total	219	131	350

Source: Sedona Community Development Department
 1. Through September 2023

For 2023, data published by Arizona Office of Economic Opportunity indicate a citywide population of 9,860 persons. Using the 2023 housing permit data shown in Figure L6 and the occupancy factors shown in Figure L3, Sedona’s 2024 resident population includes 10,013 persons.

Lodging Population

According to information provided by city staff, there are currently 2,574 lodging rooms in the City of Sedona. Data from the Sedona Chamber of Commerce & Tourism Bureau indicate lodging averages 2.90 persons per room with an average occupancy rate of 65.2 percent. This results in an adjusted 1.89 persons per room (2.90 persons per room X 65.2 percent occupancy rate). Multiplying adjusted persons per room by the total number of lodging rooms results in a lodging population estimate of 4,865 persons.

Figure L7: Lodging Population

Lodging Factors	
Lodging Rooms ¹	2,574
Persons per Room ²	2.90
Occupancy Rate ³	65.2%
Adjusted Persons per Room	1.89
Lodging Population	4,865

- 1. City of Sedona
- 2. Sedona Chamber of Commerce & Tourism Bureau, 2018
- 3. Sedona Chamber of Commerce & Tourism Bureau, Annual Report FY22/23

Seasonal Population

To account for seasonal residents, the analysis includes vacant households used for seasonal, recreational, or occasional use. According to 2017-2021 ACS estimates shown in Figure L8, seasonal units account for 1,058 of Sedona’s 1,524 vacant units. With all seasonal units occupied, Sedona’s seasonal vacancy rate is 7.25 percent (5,960 resident and seasonal households / 6,426 housing units). Applying Sedona’s occupancy rate of 1.98 persons per household to seasonal households provides a seasonal population estimate of 2,098 persons. Sedona’s peak population estimate for 2024 is 12,111 (10,013 resident population + 2,098 seasonal population).

Figure L8: Seasonal Population

2021 Peak Population	
Resident Population	9,720
Resident Households	4,902
Persons per Household	1.98
Housing Units	6,426
Persons per Housing Unit	1.51
Vacant Housing Units (Year-Round)	1,524
Year-Round Vacancy Rate	23.72%
Vacant Housing Units (Seasonal, Recreation, or Occasional Use)	1,058
Seasonal Vacancy Rate	7.25%
Resident Households	4,902
Seasonal Households	1,058
Adjusted Households	5,960
Resident Population	9,720
Seasonal Population	2,098
Peak Population	11,818

Source: U.S. Census Bureau, 2017-2021 American Community Survey, 5-Yr Estimates.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise projects lodging development using recommendations provided by Sedona Community Development Department staff. TischlerBise uses occupancy factors shown in Figure L7 to convert projected lodging rooms to lodging population. During the next 10 years, lodging development growth of 215 lodging rooms results in a lodging population increase of 406 persons (215 lodging rooms X 1.89 persons per room).

Figure L9: Lodging Projections

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year Increase
	Base Year	1	2	3	4	5	10	
Lodging								
Rooms	2,574	2,664	2,678	2,692	2,706	2,720	2,789	215
Population	4,865	5,035	5,061	5,087	5,114	5,140	5,271	406

Source: Sedona Community Development Department

The analysis uses housing unit projections provided by Sedona Community Development Department staff. Based on recent trends, the scarcity of available land, and increasing demand for multi-family units, Community Development Department staff project a 10-year increase of 1,150 housing units – 350 single-family units and 800 multi-family units. TischlerBise uses occupancy factors shown in Figure L3 to convert projected housing units to projected population. The peak population increase, which includes resident population and seasonal population, over the next 10 years is 2,171 persons ((350 single-family units X 2.00 persons per household) + (800 multi-family units X 1.84 persons per household)). The park population increase over the next 10 years, which includes resident population, seasonal population, and lodging population, is 2,577 persons (2,171 peak population increase + 406 lodging population increase). The analysis uses the park population in the calculation of parks and recreational facilities development fees to more accurately allocate demand for parks and recreational facilities.

Figure L10: Residential Projections

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year Increase
	Base Year	1	2	3	4	5	10	
Population								
Peak Population ¹	12,111	12,338	12,563	12,785	13,006	13,224	14,281	2,171
Park Population ²	16,975	17,373	17,624	17,873	18,119	18,364	19,552	2,577
Housing Units								
Single Family	5,922	5,962	6,001	6,039	6,076	6,111	6,272	350
Multi-Family	1,099	1,179	1,259	1,339	1,419	1,499	1,899	800
Total	7,021	7,141	7,260	7,378	7,494	7,610	8,171	1,150

1. Peak population includes resident and seasonal
 2. Park population includes resident, seasonal, and lodging

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. In Figure L11, gray shading indicates the nonresidential development prototypes used to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) with 637 square feet of floor area per employee. For office development, the proxy is General Office (ITE 710) with 307 square feet of floor area per employee. Institutional development uses Government Office (ITE 730) with 330 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure L11: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

Esri Business Analyst 2023 employment estimates for Sedona include 9,278 jobs. This employment estimate includes 829 industrial jobs, 4,689 commercial jobs, 3,229 jobs related to office and other services, and 531 institutional jobs. Applying the employment density factors shown in Figure L11 to employment estimates shown in Figure L12 provides a nonresidential floor area estimate of 3,903,125 square feet.

Figure L12: Nonresidential Estimates

Nonresidential Category	2023 Jobs ¹	Percent of Total Jobs	Square Feet per Job ²	2023 Estimated Floor Area ³
Industrial ⁴	829	9%	637	528,073
Commercial ⁵	4,689	51%	471	2,208,519
Office / Other Services ⁶	3,229	35%	307	991,303
Institutional ⁷	531	6%	330	175,230
Total	9,278	100%		3,903,125

1. Esri Business Analyst Online, Business Summary, 2023.
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).
3. TischlerBise calculation (2023 jobs X square feet per job).
4. Major sectors are Manufacturing; Transportation & Warehousing.
5. Major sectors are Retail Trade; Accommodation & Food Services.
6. Major sectors are Real Estate, Rental & Leasing; Other Services.
7. Major sectors are Public Administration; Educational Services.

Nonresidential Projections

Employment and floor area projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise projects future nonresidential development based on nonresidential building permit data and discussions with city staff. From 2021 through 2023, average annual permitted square feet equal approximately 1,700 square feet of industrial development, 11,100 square feet of commercial development, 1,300 square feet of office development, and 700 square feet of institutional development. Based on discussions with city staff, the analysis includes an upward adjustment of 20 percent to account for likely development trends. The analysis projects future nonresidential development using an average annual increase of 2,000 square feet of industrial development, 13,400 square feet of commercial development, 1,600 square feet of office development, and 800 square feet of institutional development.

Adding the average annual floor area increase to the 2023 nonresidential floor area estimates shown in Figure L12 provides a 2024 base year estimate of approximately 3,921,000 square feet. Projected nonresidential development growth over the next 10 years includes an increase of approximately 178,000 square feet. This includes 20,000 square feet of industrial development, 134,000 square feet of commercial development, 16,000 square feet related to office and other services development, and 8,000 square feet of institutional development.

Applying the employment density factors shown in Figure L12 to the employment projections shown below provides the necessary conversion from nonresidential floor area to jobs. Over the next 10 years, projected employment growth equals 392 jobs. This includes 31 industrial jobs (20,000 sq. ft. of industrial development / 637 square feet per job), 285 commercial jobs (134,000 sq. ft. of commercial development / 471 square feet per job), 52 jobs related to office and other services (16,000 sq. ft. of office and other services development / 307 square feet per job), and 24 institutional jobs (8,000 sq. ft. of institutional development / 330 square feet per job).

Figure L13: Nonresidential Projections

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year Increase
	Base Year	1	2	3	4	5	10	
Employment								
Industrial	832	835	838	842	845	848	864	31
Commercial	4,717	4,746	4,774	4,803	4,831	4,860	5,002	285
Office / Other Services	3,234	3,239	3,245	3,250	3,255	3,260	3,286	52
Institutional	533	536	538	541	543	546	558	24
Total	9,317	9,356	9,396	9,435	9,474	9,513	9,709	392
Nonres. Floor Area (x1,000)								
Industrial	530	532	534	536	538	540	550	20
Commercial	2,222	2,235	2,249	2,262	2,276	2,289	2,356	134
Office / Other Services	993	995	996	998	999	1,001	1,009	16
Institutional	176	177	178	178	179	180	184	8
Total	3,921	3,939	3,957	3,974	3,992	4,010	4,099	178

AVERAGE WEEKDAY VEHICLE TRIPS

Sedona uses average weekday vehicle trips (AWVT) in the calculation of police and street facilities fees. Components used to determine AWVT include average weekday vehicle trip generation rates, adjustments for commuting patterns, and adjustments for pass-by trips.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data.

Vehicle Trip Ends by Bedroom Range

TischlerBise recommends a fee schedule where larger units pay higher development fees than smaller units. Benefits of the proposed methodology include: 1) proportionate assessment of infrastructure demand using local demographic data, and 2) progressive fee structure (i.e., smaller units pay less, and larger units pay more).

TischlerBise creates custom tabulations of demographic data by bedroom range from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, with Sedona in two Public Use Microdata Areas (AZ PUMAs 400 and 500). Shown in Figure L14, cells with yellow shading indicate the survey results, which yield the unadjusted number of persons and vehicles available per household. Unadjusted vehicles per household are adjusted to control totals in Sedona – 1.77 vehicles per household.

Figure L14: Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Households ¹	Housing Mix	Unadjusted PPH	Adjusted PPH ²	Unadjusted VPH	Adjusted VPH ²
0-1	770	614	548	8%	1.41	1.19	1.12	1.02
2	3,685	3,100	1,915	27%	1.92	1.63	1.62	1.47
3	9,143	7,733	3,729	52%	2.45	2.07	2.07	1.89
4	2,636	2,047	834	12%	3.16	2.67	2.45	2.23
5+	637	500	180	2%	3.54	2.99	2.78	2.53
Total	16,871	13,994	7,206	100%	2.34	1.98	1.94	1.77

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Sedona Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Weighted Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

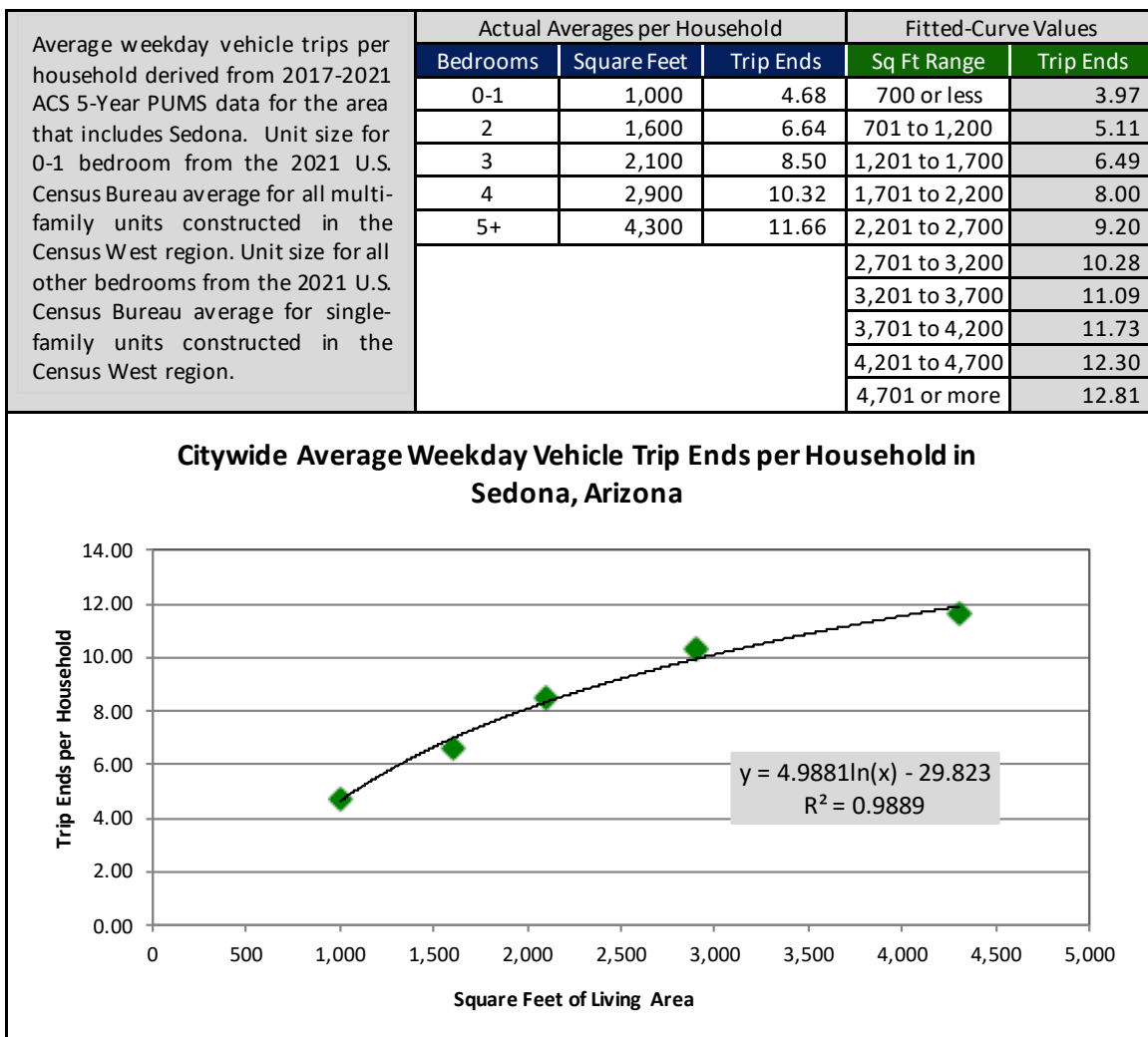
Bedroom Range	AWVTE per Hhld Based on Persons ³	AWVTE per Hhld Based on Vehicles ⁴	AWVTE per Household ⁵	
0-1	3.03	6.32	4.68	1. American Community Survey, Public Use Microdata Sample for AZ PUMAs 400 and 500 (2017-2021 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Sedona, based on American Community Survey 2017-2021 5-Year Estimates. 3. Adjusted persons per household multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per household multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per household.
2	4.16	9.11	6.64	
3	5.28	11.72	8.50	
4	6.81	13.83	10.32	
5+	7.62	15.69	11.66	
Average	5.05	10.97	8.01	

Vehicle Trip Ends by Housing Size

To derive average weekday vehicle trip ends by dwelling size, Tischler Bise uses 2021 U.S. Census Bureau data for housing units constructed in the west region. Based on 2021 estimates, living area ranges from 1,000 square feet for households with zero to one bedroom up to 4,300 square feet for households with five or more bedrooms.

Citywide average floor area and weekday vehicle trip ends, by bedroom range, are plotted in Figure L15 with a logarithmic trend line. TischlerBise uses the trend line formula to derive estimated trip ends by household size in increments of 500 square feet. TischlerBise recommends a minimum fee based on a unit size of 700 square feet and a maximum fee for units 4,701 square feet or larger. For the upper threshold, each dwelling averages 12.81 vehicle trip ends.

Figure L15: Vehicle Trip Ends by Housing Size



Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for lodging development is Hotel (ITE 310) which generates 7.99 average weekday vehicle trip ends per room. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure L16: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

Trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for each type of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 59 percent to account for commuters leaving Sedona for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure L17, the U.S. Census Bureau’s OnTheMap web application indicates 60 percent of resident workers traveled outside of Sedona for work in 2021. In combination, these factors ($0.31 \times 0.50 \times 0.60 = 0.09$) support the additional 9 percent allocation of trips to residential development.

Figure L17: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	3,136
Residents Living and Working in Sedona	1,268
Residents Commuting Outside Sedona for Work	1,868
Percent Commuting out of Sedona	60%
Additional Production Trips ¹	9%
Residential Trip Adjustment Factor	59%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.4) and LEHD Origin-Destination Employment Statistics, 2021.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of “production” trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2021 indicate that 60 percent of Sedona’s workers travel outside the city for work. In combination, these factors ($0.3099 \times 0.50 \times 0.60 = 0.09$) account for 9 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (9 percent of production trips) for a total of 59 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure L18, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Sedona’s existing development units provides the average weekday vehicle trips generated by existing development. As shown below, existing development citywide generates 68,261 vehicle trips on an average weekday.

Figure L18: Average Weekday Vehicle Trips

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Residential	HU	Avg	8.00	59%	7,021	33,139
Industrial	KSF	130	4.87	50%	530	1,291
Commercial	KSF	820	37.01	33%	2,222	27,137
Office & Other Services	KSF	710	10.84	50%	993	5,382
Institutional	KSF	610	22.59	33%	176	1,312
Total						68,261

DEVELOPMENT PROJECTIONS

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2024 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure L19: Projections Summary

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Peak Population¹	12,111	12,338	12,563	12,785	13,006	13,224	13,440	13,653	13,865	14,074	14,281	2,171
Park Population²	16,975	17,373	17,624	17,873	18,119	18,364	18,606	18,846	19,084	19,319	19,552	2,577
Housing Units												
Single Family	5,922	5,962	6,001	6,039	6,076	6,111	6,146	6,179	6,211	6,242	6,272	350
Multi-Family	1,099	1,179	1,259	1,339	1,419	1,499	1,579	1,659	1,739	1,819	1,899	800
Total	7,021	7,141	7,260	7,378	7,494	7,610	7,724	7,838	7,950	8,061	8,171	1,150
Employment												
Industrial	832	835	838	842	845	848	851	854	857	860	864	31
Commercial	4,717	4,746	4,774	4,803	4,831	4,860	4,888	4,917	4,945	4,974	5,002	285
Office / Other Services	3,234	3,239	3,245	3,250	3,255	3,260	3,265	3,271	3,276	3,281	3,286	52
Institutional	533	536	538	541	543	546	548	550	553	555	558	24
Total	9,317	9,356	9,396	9,435	9,474	9,513	9,553	9,592	9,631	9,670	9,709	392
Nonres. Floor Area (x1,000)												
Industrial	530	532	534	536	538	540	542	544	546	548	550	20
Commercial	2,222	2,235	2,249	2,262	2,276	2,289	2,302	2,316	2,329	2,343	2,356	134
Office / Other Services	993	995	996	998	999	1,001	1,003	1,004	1,006	1,007	1,009	16
Institutional	176	177	178	178	179	180	181	182	182	183	184	8
Total	3,921	3,939	3,957	3,974	3,992	4,010	4,028	4,046	4,063	4,081	4,099	178

1. Peak population includes resident and seasonal

2. Park population includes resident, seasonal, and lodging

AVERAGE WEEKDAY VEHICLE TRIP PROJECTIONS

TischlerBise uses the projections shown below in the calculation of police and street facilities development fees.

Figure L20: Average Weekday Vehicle Trips Summary

Sedona, Arizona	Base	1	2	3	4	5	6	7	8	9	10	10-Year
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Increase
Residential Units	7,021	7,141	7,260	7,378	7,494	7,610	7,724	7,838	7,950	8,061	8,171	1,150
Industrial KSF	530	532	534	536	538	540	542	544	546	548	550	20
Commercial KSF	2,222	2,235	2,249	2,262	2,276	2,289	2,302	2,316	2,329	2,343	2,356	134
Office & Other Services KSF	993	995	996	998	999	1,001	1,003	1,004	1,006	1,007	1,009	16
Institutional KSF	176	177	178	178	179	180	181	182	182	183	184	8
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	36,459	36,994	37,523	38,048	38,567	5,428
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	36,459	36,994	37,523	38,048	38,567	5,428
Industrial Trips	1,291	1,296	1,300	1,305	1,310	1,315	1,320	1,325	1,330	1,335	1,339	49
Commercial Trips	27,137	27,301	27,464	27,628	27,792	27,955	28,119	28,283	28,446	28,610	28,774	1,637
Office & Other Services Trips	5,382	5,390	5,399	5,408	5,416	5,425	5,434	5,442	5,451	5,460	5,468	87
Institutional Trips	1,312	1,318	1,324	1,330	1,336	1,342	1,348	1,354	1,360	1,366	1,372	60
Nonresidential Trips	35,121	35,305	35,488	35,671	35,854	36,037	36,220	36,404	36,587	36,770	36,953	1,832
Total Vehicle Trips	68,261	69,010	69,754	70,494	71,227	71,956	72,679	73,397	74,110	74,818	75,520	7,260

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

The Parks and Recreational Facilities IIP includes components for park land, park amenities, shared-use paths, and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for park amenities and shared-use paths. The plan-based methodology is used for park land and the Development Fee Report.

SERVICE AREA

Sedona uses a citywide service area for the Parks and Recreational Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees allocate the cost of necessary public services between residential and nonresidential based on functional population. TischlerBise estimates Sedona’s 2021 park population equal to 16,683 persons. Based on 2021 estimates from the U.S. Census Bureau’s OnTheMap web application, 4,818 inflow commuters traveled to Sedona for work in 2021. The proportionate share is based on cumulative impact days per year with a resident potentially impacting parks and recreational facilities 365 days per year and an inflow commuter potentially impacting parks and recreational facilities 250 days per year. For parks and recreational facilities, residential development generates 83 percent of demand and nonresidential development generates the remaining 17 percent of demand.

Figure PR1: Proportionate Share

Development Type	Service Unit	Impact Days per Year	Cumulative Impact Days per Year	Proportionate Share
Residential	16,683 persons ¹	365	6,089,244	83%
Nonresidential	4,818 inflow commuters ²	250	1,204,500	17%
Total			7,293,744	100%

1. TischlerBise calculation; includes resident, peak, and lodging population, 2021.

2. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.4, 2021

Residential Impact: 365 days per year

Nonresidential Impact: 5 days per week X 50 weeks per year

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure PR2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per household. For nonresidential development, the table displays the number of employees per thousand square feet of floor area.

Figure PR2: Ratio of Service Unit to Development Unit

Residential Development per Unit	
Unit Size	Persons per Household ¹
700 or less	1.00
701 to 1,200	1.26
1,201 to 1,700	1.62
1,701 to 2,200	1.98
2,201 to 2,700	2.36
2,701 to 3,200	2.61
3,201 to 3,700	2.83
3,701 to 4,200	2.99
4,201 to 4,700	3.14
4,701 or more	3.28
Lodging (per room)	1.89

Nonresidential Development per 1,000 Square Feet	
Development Type	Jobs per 1,000 Sq Ft ¹
Industrial	1.57
Commercial	2.12
Office / Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Park Land – Plan-Based

Existing Level of Service

Sedona currently provides 144.10 acres of park land. To allocate the proportionate share of demand for park land to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona’s existing LOS for residential development is 0.00705 acres per person (144.10 acres X 83 percent residential share / 16,975 persons). For nonresidential development, the existing LOS is 0.00263 acres per job (144.10 acres X 17 percent nonresidential share / 9,317 jobs).

Figure PR3: Existing Level of Service

Level-of-Service (LOS) Standards	
Existing Acres	144.10
Residential	
Residential Share	83%
2024 Park Population	16,975
Acres per Person	0.00705
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Acres per Job	0.00263

Source: Sedona Parks and Recreation Department

To maintain the existing level of service, Sedona needs to acquire 19.19 acres of park land to serve future development. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 18.16 acres (2,577 additional persons X 0.00705 acres per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 1.03 acres (392 additional jobs X 0.00263 acres per job).

Planned Level of Service

Due to the scarcity of potential park land sites, Sedona plans to acquire 5.0 acres of park land to serve future development during the next 10 years. Since this is fewer acres than needed to maintain the existing level of service, the analysis includes a downward adjustment to the existing level of service. To calculate the adjusted level of service, the analysis applies an adjustment factor of 26 percent (5.0 planned acres / 19.19 acres based on existing LOS) to the existing level of service. Sedona currently provides 37.5 adjusted acres (144.10 acres X 26 percent adjustment) to existing development.

To allocate the proportionate share of demand for park land to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona’s adjusted LOS for residential development is 0.00184 adjusted acres per person (37.5 adjusted acres X 83 percent residential share / 16,975 persons). For nonresidential development, the adjusted LOS is 0.00069 adjusted acres per job (37.5 adjusted acres X 17 percent nonresidential share / 9,317 jobs).

Based on estimates provided by the Sedona Parks and Recreation Department, the cost to acquire park land is \$500,000 per acre. For park land, the cost is \$917.98 per person (0.00184 adjusted acres per person X \$500,000 per acre) and \$342.56 per job (0.00069 adjusted acres per job X \$500,000 per acre).

Figure PR4: Planned Level of Service

Cost Factors	
Cost per Acre	\$500,000

Level-of-Service (LOS) Standards	
Existing Acres	144.10
Adjustment	26%
Adjusted Acres	37.5
Residential	
Residential Share	83%
2024 Park Population	16,975
Adjusted Acres per Person	0.00184
Cost per Person	\$917.98
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Adjusted Acres per Job	0.00069
Cost per Job	\$342.56

Source: Sedona Parks and Recreation Department

Park Amenities – Incremental Expansion

Sedona currently provides 69 park amenities in its existing parks and plans to construct additional park amenities to serve future development. Based on recent and planned costs to construct park amenities, the total cost of Sedona’s existing park amenities in the is \$15,789,500. The weighted average cost is \$228,833 per park amenity, and the analysis uses this as a proxy for future park amenity costs.

Figure PR5: Existing Park Amenities

Description	Units	Unit Cost	Total Cost
Baseball / Softball Field, Lighted	1	\$900,000	\$900,000
Basketball Court, Lighted	1	\$180,000	\$180,000
Basketball Court, Unlighted	1	\$120,000	\$120,000
Bike Park	1	\$523,000	\$523,000
Concession Building	1	\$379,000	\$379,000
Disc Golf	1	\$90,000	\$90,000
Dog Park	1	\$444,000	\$444,000
Fitness Trail	1	\$100,000	\$100,000
Parking Lot	12	\$300,000	\$3,600,000
Pickleball Court	8	\$150,000	\$1,200,000
Playground	3	\$400,000	\$1,200,000
Ramada	12	\$74,000	\$888,000
Restroom	6	\$350,000	\$2,100,000
Shade Structure	11	\$45,000	\$495,000
Skate Park	1	\$852,000	\$852,000
Soccer Field	1	\$530,000	\$530,000
Splash Pad	1	\$400,000	\$400,000
The Hub	1	\$1,130,500	\$1,130,500
Tennis Court, Lighted	2	\$180,000	\$360,000
Tennis Court, Unlighted	2	\$110,000	\$220,000
Volleyball Court (sand)	1	\$78,000	\$78,000
Total	69	\$228,833	\$15,789,500

Source: Sedona Parks and Recreation Department

To allocate the proportionate share of demand for park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona’s existing LOS for residential development is 0.00337 units per person (69 units X 83 percent residential share / 16,975 persons). For nonresidential development, the existing LOS is 0.00126 units per job (69 units X 17 percent nonresidential share / 9,317 jobs).

The weighted average cost of existing park amenities is \$228,833 per unit (\$15,789,500 total cost / 69 units), and the analysis uses this as a proxy for future park amenity costs. Sedona may use development fees to construct additional park amenities in existing or future parks. For park amenities, the cost is \$772.01 per person (0.00337 units per person X \$228,833 per unit) and \$288.09 per job (0.00126 units per job X \$228,833 per unit).

Figure PR6: Existing Level of Service

Cost Factors	
Weighted Average per Unit	\$228,833

Level-of-Service (LOS) Standards	
Existing Units	69
Residential	
Residential Share	83%
2024 Park Population	16,975
Units per Person	0.00337
Cost per Person	\$772.01
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Units per Job	0.00126
Cost per Job	\$288.09

Source: Sedona Parks and Recreation Department

Shared-Use Paths – Incremental

Sedona currently provides 1.24 miles of shared-use paths in its existing parks and plans to construct additional shared-use paths to serve future development. Based on planned construction costs, the total cost of Sedona’s existing shared-use paths is \$680,777. The weighted average cost is \$547,525 per mile, and the analysis uses this as a proxy for future shared-use path costs.

To allocate the proportionate share of demand for shared-use paths to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona’s existing LOS for residential development is 0.00006 miles per person (1.24 miles X 83 percent residential share / 16,975 persons). For nonresidential development, the existing LOS is 0.00002 miles per job (1.24 miles X 17 percent nonresidential share / 9,317 jobs).

The weighted average cost of existing shared-use paths is \$547,525 per mile (\$680,777 total cost / 1.24 miles), and the analysis uses this as a proxy for future shared-use path costs. Sedona may use development fees to construct additional shared-use paths in existing or future parks. For shared-use paths, the cost is \$33.29 per person (0.00006 miles per person X \$547,525 per mile) and \$12.42 per job (0.00002 miles per job X \$547,525 per mile).

Figure PR7: Existing Level of Service

Description	Miles	Unit Cost	Total Cost
Decomposed Granite	0.94	\$300,000	\$280,682
Concrete	0.31	\$1,300,000	\$400,095
Total	1.24	\$547,525	\$680,777

Cost Factors	
Weighted Average per Mile	\$547,525

Level-of-Service (LOS) Standards	
Existing Shared-Use Paths (miles)	1.24
Residential	
Residential Share	83%
2024 Park Population	16,975
Miles per Person	0.00006
Cost per Person	\$33.29
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Miles per Job	0.00002
Cost per Job	\$12.42

Source: Sedona Parks and Recreation Department

Development Fee Report – Plan-Based

The cost to prepare the Parks and Recreational Facilities IIP and development fees totals \$17,500. Sedona plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost is \$10.46 per person and \$15.17 per job.

Figure PR8: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	\$17,500	Residential	83%	Park Population	1,388	\$10.46
		Nonresidential	17%	Jobs	196	\$15.17
Police	\$18,000	Residential	69%	Police Population	1,113	\$11.16
		Nonresidential	31%	Vehicle Trips	916	\$6.09
Street	\$20,820	All Development	100%	VMT	13,299	\$1.56
Total	\$56,320					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, Sedona’s park population is expected to increase by 2,577 persons and employment is expected to increase by 392 jobs over the next 10 years. To maintain the desired levels of service, Sedona plans to acquire five acres of park land, construct approximately 9.2 park amenities, and construct approximately 0.17 miles of shared-use paths (this does not include shared-use paths within street rights of way included in the street facilities development fee). The following pages include a more detailed projection of demand for services and costs for the Parks and Recreational Facilities IIP.

Park Land – Plan-Based

Sedona plans to acquire five acres of park land in the next 10 years. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 4.73 acres (2,577 additional persons X 0.00184 adjusted acres per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 0.27 acres (392 additional jobs X 0.00069 adjusted acres per job). This results in a cost of \$2,500,000 (5.0 acres X \$500,000 per acre).

Figure PR9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Park Land	0.00184 Adjusted Acres	per Person	\$500,000
	0.00069 Adjusted Acres	per Job	

Demand for Park Land					
Year	Park Population	Jobs	Acres		
			Residential	Nonresidential	Total
2024	16,975	9,317	31.17	6.38	37.55
2025	17,373	9,356	31.90	6.41	38.31
2026	17,624	9,396	32.36	6.44	38.79
2027	17,873	9,435	32.81	6.46	39.28
2028	18,119	9,474	33.27	6.49	39.76
2029	18,364	9,513	33.72	6.52	40.23
2030	18,606	9,553	34.16	6.54	40.70
2031	18,846	9,592	34.60	6.57	41.17
2032	19,084	9,631	35.04	6.60	41.64
2033	19,319	9,670	35.47	6.63	42.09
2034	19,552	9,709	35.90	6.65	42.55
10-Yr Increase	2,577	392	4.73	0.27	5.00

Growth-Related Expenditures	\$2,365,627	\$134,373	\$2,500,000
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Park Amenities – Incremental Expansion

Sedona plans to maintain its existing level of service for park amenities over the next 10 years. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 8.7 park amenities (2,577 additional persons X 0.00337 units per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 0.5 park amenities (392 additional jobs X 0.00126 units per job). Future development demands 9.2 additional park amenities at a cost of \$2,102,479 (9.2 units X \$228,833 per unit). Sedona may use development fees to construct additional park amenities.

Figure PR10: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.00337 Units	per Person	\$228,833
	0.00126 Units	per Job	

Demand for Park Amenities					
Year	Park Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	16,975	9,317	57.3	11.7	69.0
2025	17,373	9,356	58.6	11.8	70.4
2026	17,624	9,396	59.5	11.8	71.3
2027	17,873	9,435	60.3	11.9	72.2
2028	18,119	9,474	61.1	11.9	73.1
2029	18,364	9,513	62.0	12.0	73.9
2030	18,606	9,553	62.8	12.0	74.8
2031	18,846	9,592	63.6	12.1	75.7
2032	19,084	9,631	64.4	12.1	76.5
2033	19,319	9,670	65.2	12.2	77.4
2034	19,552	9,709	66.0	12.2	78.2
10-Yr Increase	2,577	392	8.7	0.5	9.2

Growth-Related Expenditures	\$1,989,473	\$113,006	\$2,102,479
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Shared-Use Paths – Incremental Expansion

Sedona plans to maintain its existing level of service for shared-use paths over the next 10 years. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 0.16 miles of shared-use paths (2,577 additional persons X 0.00006 miles per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 0.01 miles of shared-use paths (392 additional jobs X 0.00002 miles per job). Future development demands 0.17 miles of shared-use paths at a cost of \$90,650 (0.17 miles X \$547,525 per amenity). Sedona may use development fees to construct additional shared-use paths.

Figure PR11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Shared-Use Paths	0.00006 Miles	per Person	\$547,525
	0.00002 Miles	per Job	

Demand for Shared-Use Paths					
Year	Park Population	Jobs	Miles		
			Residential	Nonresidential	Total
2024	16,975	9,317	1.03	0.21	1.24
2025	17,373	9,356	1.06	0.21	1.27
2026	17,624	9,396	1.07	0.21	1.28
2027	17,873	9,435	1.09	0.21	1.30
2028	18,119	9,474	1.10	0.21	1.32
2029	18,364	9,513	1.12	0.22	1.33
2030	18,606	9,553	1.13	0.22	1.35
2031	18,846	9,592	1.15	0.22	1.36
2032	19,084	9,631	1.16	0.22	1.38
2033	19,319	9,670	1.17	0.22	1.39
2034	19,552	9,709	1.19	0.22	1.41
10-Yr Increase	2,577	392	0.16	0.01	0.17

Growth-Related Expenditures	\$85,778	\$4,872	\$90,650
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PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Sedona’s construction transaction privilege tax rate does not exceed the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)).

Parks and Recreational Facilities Development Fees

Infrastructure components and cost factors for parks and recreational facilities are summarized in the upper portion of Figure PR12. The cost per service unit is \$1,733.74 per person and \$658.24 per job.

Parks and recreational facilities fees for residential development are calculated per housing unit, based on unit size, and vary proportionately according to the number of persons per household. The fee of \$3,433 for a residential unit with 2,000 square feet is calculated using a cost per service unit of \$1,733.74 per person multiplied by a demand unit of 1.98 persons per household.

Nonresidential development fees are calculated per square foot and vary proportionately according to the number of jobs per service unit. The fee of \$1.03 per square foot of industrial development is derived from a cost per service unit of \$658.24 per job, multiplied by a demand unit of 1.57 jobs per 1,000 square feet, and divided by 1,000.

Figure PR12: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Park Land	\$917.98	\$342.56
Park Amenities	\$772.01	\$288.09
Shared-Use Paths	\$33.29	\$12.42
Development Fee Report	\$10.46	\$15.17
Total	\$1,733.74	\$658.24

Residential Fees per Unit				
Unit Size	Persons per Household ¹	Proposed Fees	Current Fees	Difference
700 or less	1.00	\$1,734	\$717	\$1,017
701 to 1,200	1.26	\$2,185	\$1,004	\$1,181
1,201 to 1,700	1.62	\$2,809	\$1,363	\$1,447
1,701 to 2,200	1.98	\$3,433	\$1,578	\$1,856
2,201 to 2,700	2.36	\$4,092	\$1,721	\$2,371
2,701 to 3,200	2.61	\$4,525	\$1,865	\$2,661
3,201 to 3,700	2.83	\$4,906	\$2,008	\$2,898
3,701 to 4,200	2.99	\$5,184	\$2,151	\$3,033
4,201 to 4,700	3.14	\$5,444	\$2,223	\$3,221
4,701 or more	3.28	\$5,687	\$2,295	\$3,392
Lodging (per room)	1.89	\$3,277	\$1,434	\$1,843

Nonresidential Fees per Square Foot				
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	1.57	\$1.03	\$0.74	\$0.29
Commercial	2.12	\$1.40	\$1.07	\$0.33
Office / Other Services	3.26	\$2.15	\$1.36	\$0.79
Institutional	3.03	\$1.99	\$0.42	\$1.57

1. See Land Use Assumptions

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate new development. Projected fee revenue shown in Figure PR13 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR12. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals \$4,191,084, and projected expenditures equal \$4,710,629. Since Sedona will assess residential development fees based on unit size, and the analysis projects residential development fee revenue based on a residential unit with 2,000 square feet (average size residential unit), actual development fee revenue will vary based on the actual mix of future residential units.

Figure PR13: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Park Land	\$2,500,000	\$0	\$2,500,000
Park Amenities	\$2,102,479	\$0	\$2,102,479
Shared-Use Paths	\$90,650	\$0	\$90,650
Development Fee Report	\$17,500	\$0	\$17,500
Total	\$4,710,629	\$0	\$4,710,629

		Residential \$3,433 per unit	Industrial \$1.03 per sq ft	Commercial \$1.40 per sq ft	Office / Other \$2.15 per sq ft	Institutional \$1.99 per sq ft
Year		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,021	530	2,222	993	176
Year 1	2025	7,141	532	2,235	995	177
Year 2	2026	7,260	534	2,249	996	178
Year 3	2027	7,378	536	2,262	998	178
Year 4	2028	7,494	538	2,276	999	179
Year 5	2029	7,610	540	2,289	1,001	180
Year 6	2030	7,724	542	2,302	1,003	181
Year 7	2031	7,838	544	2,316	1,004	182
Year 8	2032	7,950	546	2,329	1,006	182
Year 9	2033	8,061	548	2,343	1,007	183
Year 10	2034	8,171	550	2,356	1,009	184
10-Year Increase		1,150	20	134	16	8
Projected Revenue		\$3,936,105	\$20,431	\$184,838	\$33,938	\$15,772

Projected Fee Revenue	\$4,191,084
Total Expenditures	\$4,710,629

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Police Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Police Facilities IIP includes components for police facilities, police vehicles, communication equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for police facilities, police vehicles, and communication equipment. The plan-based methodology is used for the Development Fee Report.

SERVICE AREA

Sedona uses a citywide service area for the Police Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police Facilities IIP and development fees will allocate the cost of police infrastructure between residential and nonresidential using functional population. Functional population is similar to what the U.S. Census Bureau calls "daytime population," by accounting for people living and working in a jurisdiction, but also considers commuting patterns and time spent at home and at nonresidential locations. The functional population approach allocates the cost of the police infrastructure to residential and nonresidential development based on the activity of residents and workers through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Sedona are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Sedona are assigned 14 hours to residential development, the remaining 10 hours in the day are assumed to be spent working outside of Sedona. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2021 functional population data, residential development accounts for 69 percent of the functional population, while nonresidential development accounts for 31 percent.

Figure P1: Proportionate Share

Demand Units in 2021				
Residential			Demand Hours/Day	Person Hours
Peak Population	11,818	↙		
Residents Not Working	8,682		20	173,640
Employed Residents	3,136	↙		
Employed in Sedona			14	17,752
Employed outside Sedona			14	26,152
Residential Subtotal				217,544
Residential Share				69%
Nonresidential				
Non-working Residents	8,682		4	34,728
Jobs Located in Sedona	6,086	↙		
Residents Employed in Sedona			10	12,680
Non-Resident Workers (inflow commuters)			10	48,180
Nonresidential Subtotal				95,588
Nonresidential Share				31%
Total				313,132

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.4 (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit. TischlerBise recommends using vehicle trips as the demand indicator for nonresidential demand for police services. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for public safety services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, police development fees would be disproportionately high for office and institutional development because these types of development typically have more employees per 1,000 square feet than commercial uses. If floor area were used as the demand indicator, police development fees would be disproportionately high for industrial development.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure P2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per household. For nonresidential development, the table displays vehicle trips per thousand square feet of floor area.

Figure P2: Ratio of Service Unit to Development Unit

Residential Development per Unit	
Unit Size	Persons per Household ¹
700 or less	1.00
701 to 1,200	1.26
1,201 to 1,700	1.62
1,701 to 2,200	1.98
2,201 to 2,700	2.36
2,701 to 3,200	2.61
3,201 to 3,700	2.83
3,701 to 4,200	2.99
4,201 to 4,700	3.14
4,701 or more	3.28

Nonresidential Development per 1,000 Square Feet			
Development Type	AWVTE per 1,000 Sq Ft ¹	Trip Rate Adjustment	Avg Weekday Vehicle Trips
Industrial	4.87	50%	2.44
Commercial	37.01	33%	12.21
Office / Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45
Lodging (per room)	7.99	50%	4.00

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Police Facilities – Incremental Expansion

Sedona currently provides 20,354 square feet of police facilities to existing development, and Sedona plans to construct additional police facilities to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Sedona’s existing level of service for residential development is 1.1597 square feet per person (20,354 square feet X 69 percent residential share / 12,111 persons). The nonresidential level of service is 0.1797 square feet per vehicle trip (20,354 square feet X 31 percent nonresidential share / 35,121 vehicle trips).

Based on TischlerBise estimates, the construction cost for police facilities is \$750 per square foot. Sedona may use development fees to construct or expand polices facilities to serve future development. For police facilities, the cost is \$869.75 per person (1.1597 square feet per person X \$750 per square foot) and \$134.74 per vehicle trip (0.1797 square feet per vehicle trip X \$750 per square foot).

Figure P3: Existing Level of Service

Description	Square Feet
Police Station	7,960
Parking Garage	11,227
Shooting Range	1,167
Total	20,354

Cost Factors	
Cost per Square Foot	\$750

Level-of-Service (LOS) Standards	
Existing Square Feet	20,354
Residential	
Residential Share	69%
2024 Peak Population	12,111
Square Feet per Person	1.1597
Cost per Person	\$869.75
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Square Feet per Vehicle Trip	0.1797
Cost per Vehicle Trip	\$134.74

Source: Sedona Police Department

Police Vehicles – Incremental Expansion

Sedona has 49 police vehicles with a total cost of \$4,076,600, and Sedona plans to acquire additional police vehicles to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Sedona’s existing level of service for residential development is 0.0028 units per person (49 units X 69 percent residential share / 12,111 persons). The nonresidential level of service is 0.0004 units per vehicle trip (49 units X 31 percent nonresidential share / 35,121 vehicle trips).

Based on the total cost of Sedona’s existing fleet of police vehicles, the weighted average cost is \$83,196 per unit (\$4,076,600 total cost / 49 units). Sedona may use development fees to expand its police vehicle fleet. For police vehicles, the cost is \$232.26 per person (0.0028 units per person X \$83,196 per unit) and \$35.98 per vehicle trip (0.0004 units per vehicle trip X \$83,196 per unit).

Figure P4: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Patrol Vehicle - Marked	31	\$89,600	\$2,777,600
Patrol Vehicle - Unmarked	12	\$74,400	\$892,800
Pickup Truck	3	\$79,400	\$238,200
Motorcycle	3	\$56,000	\$168,000
Total	49	\$83,196	\$4,076,600

Cost Factors	
Weighted Average per Unit	\$83,196

Level-of-Service (LOS) Standards	
Existing Units	49
Residential	
Residential Share	69%
2024 Peak Population	12,111
Units per Person	0.0028
Cost per Person	\$232.26
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Units per Vehicle Trip	0.0004
Cost per Vehicle Trip	\$35.98

Source: Sedona Police Department

Communication Equipment – Incremental Expansion

Sedona has 58 units of communication equipment with a total cost of \$2,819,100, and Sedona plans to acquire additional units to serve future development. To allocate the proportionate share of demand for communication equipment to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Sedona’s existing level of service for residential development is 0.0033 units per person (58 units X 69 percent residential share / 12,111 persons). The nonresidential level of service is 0.0005 units per vehicle trip (58 units X 31 percent nonresidential share / 35,121 trips).

Based on the total cost of Sedona’s existing communication equipment, the weighted average cost is \$48,605 per unit (\$2,819,100 total cost / 58 units). Sedona may use development fees to acquire additional communication equipment. For communication equipment, the cost is \$160.62 per person (0.0033 units per person X \$48,605 per unit) and \$24.88 per trip (0.0005 units per trip X \$48,605 per unit).

Figure P5: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Radio Infrastructure	1	\$1,549,100	\$1,549,100
Radios - Handheld	52	\$3,000	\$156,000
Dispatch Center Equipment	1	\$64,500	\$64,500
Dispatch Work Station	2	\$25,800	\$51,600
Spillman	1	\$710,000	\$710,000
Qwest / 911	1	\$287,900	\$287,900
Total	58	\$48,605	\$2,819,100

Cost Factors	
Weighted Average per Unit	\$48,605

Level-of-Service (LOS) Standards	
Existing Units	58
Residential	
Residential Share	69%
2024 Peak Population	12,111
Units per Person	0.0033
Cost per Person	\$160.62
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Units per Vehicle Trip	0.0005
Cost per Vehicle Trip	\$24.88

Source: Sedona Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report equals \$18,000. Sedona plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$11.16 per person and \$6.09 per vehicle trip.

Figure P6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	\$17,500	Residential	83%	Park Population	1,388	\$10.46
		Nonresidential	17%	Jobs	196	\$15.17
Police	\$18,000	Residential	69%	Police Population	1,113	\$11.16
		Nonresidential	31%	Vehicle Trips	916	\$6.09
Street	\$20,820	All Development	100%	VMT	13,299	\$1.56
Total	\$56,320					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, Sedona’s peak population is expected to increase by 2,171 persons and nonresidential vehicle trips are expected to increase by 1,832 over the next 10 years. To maintain the existing levels of service over the next 10 years, Sedona needs to construct approximately 2,846 square feet of facilities, acquire approximately 7 police vehicles, and acquire approximately 8 units of communication equipment. The following pages include a more detailed projection of demand for services and costs for the Police Facilities IIP.

Police Facilities – Incremental Expansion

Sedona plans to maintain its existing level of service for police facilities over the next 10 years. Based on a projected peak population increase of 2,171 persons, future residential development demands an additional 2,517.2 square feet (2,171 additional persons X 1.1597 square feet per person). With projected nonresidential vehicle trip growth of 1,832 vehicle trips, future nonresidential development demands an additional 329.1 square feet (1,832 additional vehicle trips X 0.1797 square feet per vehicle trip). Future development demands approximately 2,846 square feet of police facilities at a cost of \$2,134,713 (2,846.3 square feet X \$750 per square foot). Sedona may use development fees to expand its police facilities.

Figure P7: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Police Facilities	1.1597 Square Feet	per Person	\$750
	0.1797 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Peak Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2024	12,111	35,121	14,044.3	6,309.7	20,354.0
2025	12,338	35,305	14,307.6	6,342.6	20,650.2
2026	12,563	35,488	14,568.4	6,375.6	20,943.9
2027	12,785	35,671	14,826.5	6,408.5	21,235.0
2028	13,006	35,854	15,082.1	6,441.4	21,523.5
2029	13,224	36,037	15,335.1	6,474.3	21,809.4
2030	13,440	36,220	15,585.6	6,507.2	22,092.8
2031	13,653	36,404	15,833.4	6,540.1	22,373.5
2032	13,865	36,587	16,078.7	6,573.0	22,651.7
2033	14,074	36,770	16,321.4	6,605.9	22,927.3
2034	14,281	36,953	16,561.5	6,638.8	23,200.3
10-Yr Increase	2,171	1,832	2,517.2	329.1	2,846.3

Growth-Related Expenditures	\$1,887,916	\$246,797	\$2,134,713
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Police Vehicles – Incremental Expansion

Sedona plans to maintain its existing level of service for police vehicles over the next 10 years. Based on a projected population increase of 2,171 persons, future residential development demands an additional 6.1 units (2,171 additional persons X 0.0028 units per person). With projected nonresidential vehicle trip growth of 1,832 vehicle trips, future nonresidential development demands an additional 0.8 units (1,832 additional vehicle trips X 0.0004 units per vehicle trip). Future development demands approximately 6.9 units at a cost of \$570,068 (6.9 units X \$83,196 per unit). Sedona may use development fees to expand its police vehicle fleet.

Figure P8: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0028 Units	per Person	\$83,196
	0.0004 Units	per Vehicle Trip	

Demand for Police Vehicles					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	12,111	35,121	33.8	15.2	49.0
2025	12,338	35,305	34.4	15.3	49.7
2026	12,563	35,488	35.1	15.3	50.4
2027	12,785	35,671	35.7	15.4	51.1
2028	13,006	35,854	36.3	15.5	51.8
2029	13,224	36,037	36.9	15.6	52.5
2030	13,440	36,220	37.5	15.7	53.2
2031	13,653	36,404	38.1	15.7	53.9
2032	13,865	36,587	38.7	15.8	54.5
2033	14,074	36,770	39.3	15.9	55.2
2034	14,281	36,953	39.9	16.0	55.9
10-Yr Increase	2,171	1,832	6.1	0.8	6.9

Growth-Related Expenditures	\$504,161	\$65,906	\$570,068
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Communication Equipment – Incremental Expansion

Sedona plans to maintain its existing level of service for communication equipment over the next 10 years. Based on a projected population increase of 2,171 persons, future residential development demands an additional 7.2 units (2,171 additional persons X 0.0033 units per person). With projected nonresidential vehicle trip growth of 1,832 vehicle trips, future nonresidential development demands an additional 0.9 units (1,832 additional vehicle trips X 0.0005 units per vehicle trip). Future development demands approximately 8.1 units at a cost of \$394,220 (8.1 units X \$48,605 per unit).

Figure P9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communication Equipment	0.0033 Units	per Person	\$48,605
	0.0005 Units	per Vehicle Trip	

Demand for Communication Equipment					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	12,111	35,121	40.0	18.0	58.0
2025	12,338	35,305	40.8	18.1	58.8
2026	12,563	35,488	41.5	18.2	59.7
2027	12,785	35,671	42.2	18.3	60.5
2028	13,006	35,854	43.0	18.4	61.3
2029	13,224	36,037	43.7	18.4	62.1
2030	13,440	36,220	44.4	18.5	63.0
2031	13,653	36,404	45.1	18.6	63.8
2032	13,865	36,587	45.8	18.7	64.5
2033	14,074	36,770	46.5	18.8	65.3
2034	14,281	36,953	47.2	18.9	66.1
10-Yr Increase	2,171	1,832	7.2	0.9	8.1

Growth-Related Expenditures	\$348,644	\$45,576	\$394,220
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POLICE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Sedona’s construction transaction privilege tax rate does not exceed the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)).

Police Facilities Development Fees

Infrastructure components and cost factors for police facilities are summarized in the upper portion of Figure P10. The cost per service unit is \$1,273.79 per person and \$201.69 per vehicle trip.

Police facilities fees for residential development are calculated per housing unit, based on unit size, and vary proportionately according to the number of persons per household. The fee of \$2,522 for a residential unit with 2,000 square feet is calculated using a cost per service unit of \$1,273.79 per person multiplied by a demand unit of 1.98 persons per household.

Nonresidential development fees are calculated per square foot and vary proportionately according to the number of vehicle trips per service unit. The fee of \$0.49 per square foot of industrial development is derived from a cost per service unit of \$201.69 per job, multiplied by a demand unit of 2.44 vehicle trips per 1,000 square feet, and divided by 1,000.

Figure P10: Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Trip
Police Facilities	\$869.75	\$134.74
Police Vehicles	\$232.26	\$35.98
Communication Equipment	\$160.62	\$24.88
Development Fee Report	\$11.16	\$6.09
Total	\$1,273.79	\$201.69

Residential Fees per Unit				
Unit Size	Persons per Household ¹	Proposed Fees	Current Fees	Difference
700 or less	1.00	\$1,274	\$468	\$806
701 to 1,200	1.26	\$1,605	\$656	\$949
1,201 to 1,700	1.62	\$2,064	\$890	\$1,174
1,701 to 2,200	1.98	\$2,522	\$1,030	\$1,492
2,201 to 2,700	2.36	\$3,006	\$1,124	\$1,882
2,701 to 3,200	2.61	\$3,325	\$1,218	\$2,108
3,201 to 3,700	2.83	\$3,605	\$1,311	\$2,294
3,701 to 4,200	2.99	\$3,809	\$1,405	\$2,404
4,201 to 4,700	3.14	\$4,000	\$1,452	\$2,548
4,701 or more	3.28	\$4,178	\$1,498	\$2,680

Nonresidential Fees per Square Foot				
Development Type	AWVT per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	2.44	\$0.49	\$0.16	\$0.33
Commercial	12.21	\$2.46	\$0.83	\$1.63
Office / Other Services	5.42	\$1.09	\$0.32	\$0.77
Institutional	7.45	\$1.50	\$0.43	\$1.07
Lodging (per room)	4.00	\$807	\$278	\$529

1. See Land Use Assumptions

POLICE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for police facilities needed to accommodate new development. Projected fee revenue shown in Figure P11 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for police facilities shown in Figure P10. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals \$3,251,792, and projected expenditures equal \$3,117,001. Since Sedona will assess residential development fees based on unit size, and the analysis projects residential development fee revenue based on a residential unit with 2,000 square feet (average size residential unit), actual development fee revenue will vary based on the actual mix of future residential units.

Figure P11: Police Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	\$2,134,713	\$0	\$2,134,713
Police Vehicles	\$570,068	\$0	\$570,068
Communication Equipment	\$394,220	\$0	\$394,220
Development Fee Report	\$18,000	\$0	\$18,000
Total	\$3,117,001	\$0	\$3,117,001

		Residential \$2,522 per unit	Industrial \$0.49 per sq ft	Commercial \$2.46 per sq ft	Office / Other \$1.09 per sq ft	Institutional \$1.50 per sq ft
Year		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,021	530	2,222	993	176
Year 1	2025	7,141	532	2,235	995	177
Year 2	2026	7,260	534	2,249	996	178
Year 3	2027	7,378	536	2,262	998	178
Year 4	2028	7,494	538	2,276	999	179
Year 5	2029	7,610	540	2,289	1,001	180
Year 6	2030	7,724	542	2,302	1,003	181
Year 7	2031	7,838	544	2,316	1,004	182
Year 8	2032	7,950	546	2,329	1,006	182
Year 9	2033	8,061	548	2,343	1,007	183
Year 10	2034	8,171	550	2,356	1,009	184
10-Year Increase		1,150	20	134	16	8
Projected Revenue		\$2,888,021	\$9,694	\$325,011	\$17,226	\$11,839

Projected Fee Revenue	\$3,251,792
Total Expenditures	\$3,117,001

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

The Street Facilities IIP includes components for street improvements, shared-use paths, intersection improvements, and the cost of preparing the Street Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for street improvements, shared-use paths, and intersection improvements. The plan-based methodology is used for the Development Fee Report.

SERVICE AREA

Sedona uses a citywide service area for the Street Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Sedona will use vehicle miles traveled (VMT) as the demand units for street facilities fees. Components used to determine VMT include average weekday vehicle trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data.

Vehicle Trip Ends by Bedroom Range

TischlerBise recommends a fee schedule where larger units pay higher development fees than smaller units. Benefits of the proposed methodology include: 1) proportionate assessment of infrastructure demand using local demographic data, and 2) progressive fee structure (i.e., smaller units pay less, and larger units pay more).

TischlerBise creates custom tabulations of demographic data by bedroom range from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, with Sedona in two Public Use Microdata Areas (AZ PUMAs 400 and 500). Shown in Figure S1, cells with yellow shading indicate the survey results, which yield the unadjusted number of persons and vehicles available per household. Unadjusted vehicles per household are adjusted to control totals in Sedona – 1.98 vehicles per unit.

Figure S1: Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Households ¹	Housing Mix	Unadjusted PPH	Adjusted PPH ²	Unadjusted VPH	Adjusted VPH ²
0-1	770	614	548	8%	1.41	1.19	1.12	1.02
2	3,685	3,100	1,915	27%	1.92	1.63	1.62	1.47
3	9,143	7,733	3,729	52%	2.45	2.07	2.07	1.89
4	2,636	2,047	834	12%	3.16	2.67	2.45	2.23
5+	637	500	180	2%	3.54	2.99	2.78	2.53
Total	16,871	13,994	7,206	100%	2.34	1.98	1.94	1.77

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Sedona Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Weighted Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

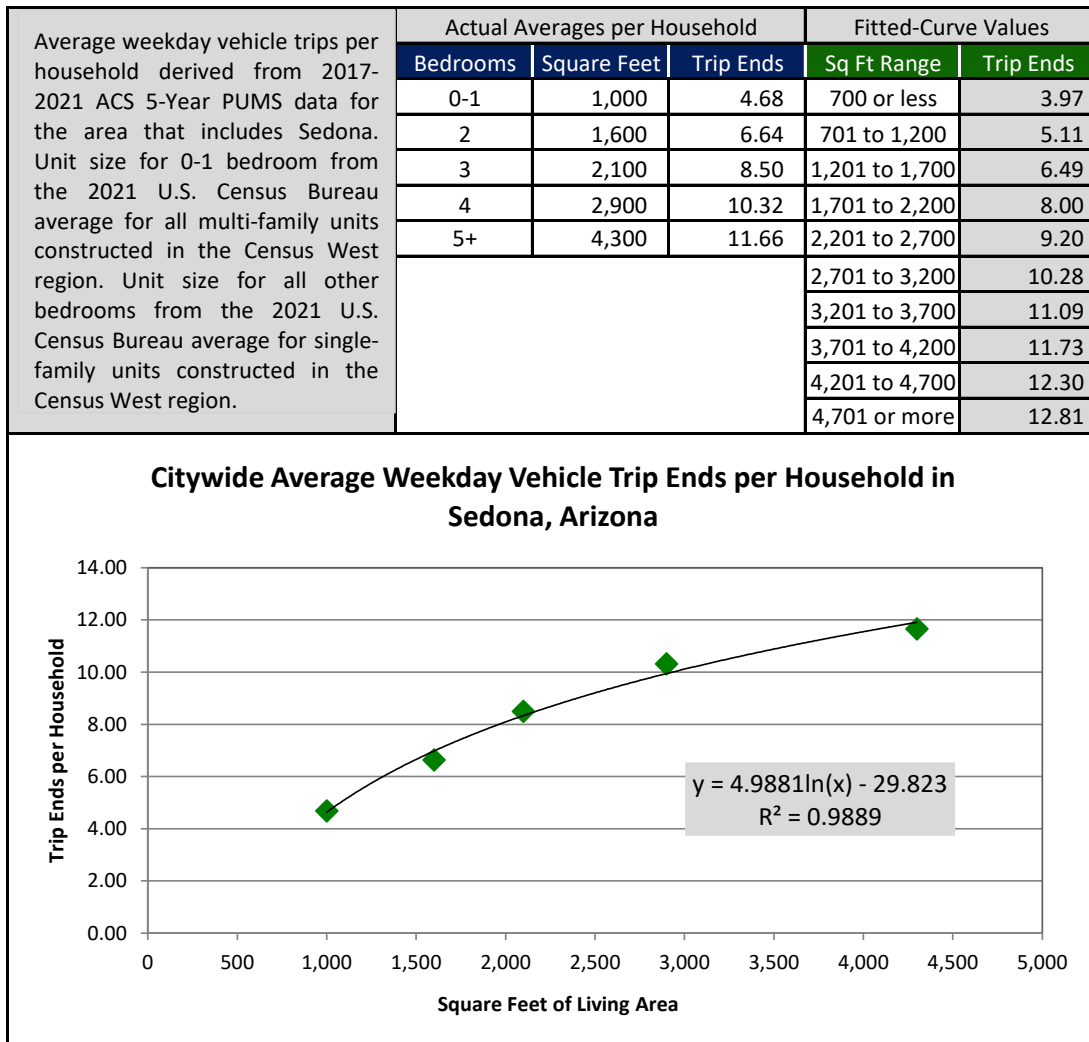
Bedroom Range	AWVTE per Hhld Based on Persons ³	AWVTE per Hhld Based on Vehicles ⁴	AWVTE per Household ⁵	
0-1	3.03	6.32	4.68	1. American Community Survey, Public Use Microdata Sample for AZ PUMAs 400 and 500 (2017-2021 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Sedona, based on American Community Survey 2017-2021 5-Year Estimates. 3. Adjusted persons per household multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per household multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per household.
2	4.16	9.11	6.64	
3	5.28	11.72	8.50	
4	6.81	13.83	10.32	
5+	7.62	15.69	11.66	
Average	5.05	10.97	8.01	

Vehicle Trip Ends by Housing Size

To derive average weekday vehicle trip ends by dwelling size, Tischler Bise uses 2021 U.S. Census Bureau data for housing units constructed in the west region. Based on 2021 estimates, living area ranges from 1,000 square feet for households with zero to one bedroom up to 4,300 square feet for households with five or more bedrooms. Citywide average floor area and weekday vehicle trip ends, by bedroom range, are plotted in Figure S2 with a logarithmic trend line. TischlerBise uses the trend line formula to derive estimated trip ends by housing unit size in increments of 500 square feet. TischlerBise recommends a minimum fee based on a unit size of 700 square feet and a maximum fee for units 4,701 square feet or larger. For the upper threshold, each dwelling averages 12.81 vehicle trip ends.

A medium-size residential unit in Sedona with 1,701 to 2,200 square feet has a fitted-curve value of 8.00 vehicle trip ends on an average weekday. A small unit of 700 square feet or less would pay 49 percent of the street fee paid by a medium-size unit. A large unit of 4,701 square feet or more would pay 160 percent of the street fee paid by a medium-size unit. With a “one-size-fits-all” approach, small units pay more than their proportionate share while large units pay less than their proportionate share. An average fee that does not vary by size makes small units less affordable and essentially subsidizes larger units.

Figure S2: Vehicle Trip Ends by Housing Size



Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area.

Figure S3: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 59 percent to account for commuters leaving Sedona for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S4, the U.S. Census Bureau’s OnTheMap web application indicates 60 percent of resident workers traveled outside of Sedona for work in 2021. In combination, these factors (0.31 x 0.50 x 0.60 = 0.09) support the additional nine percent allocation of trips to residential development.

Figure S4: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	3,136
Residents Living and Working in Sedona	1,268
Residents Commuting Outside Sedona for Work	1,868
Percent Commuting out of Sedona	60%
Additional Production Trips ¹	9%
Residential Trip Adjustment Factor	59%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.4) and LEHD Origin-Destination Employment Statistics, 2021.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of “production” trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2021 indicate that 60 percent of Sedona’s workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x 0.60 = 0.09) account for 9 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (9 percent of production trips) for a total of 59 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S5, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Sedona’s existing development units provides the average weekday vehicle trips generated by existing development. As shown below, Sedona’s existing citywide development generates 68,261 vehicle trips on an average weekday.

Figure S5: Average Weekday Vehicle Trips by Land Use

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Residential	HU	Avg	8.00	59%	7,021	33,139
Industrial	KSF	130	4.87	50%	530	1,291
Commercial	KSF	820	37.01	33%	2,222	27,137
Office & Other Services	KSF	710	10.84	50%	993	5,382
Institutional	KSF	610	22.59	33%	176	1,312
Total						68,261

Trip Length Weighting Factor

The street facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6a, Table 6b, and Table 6c of the 2017 National Household Travel Survey, vehicle trips from residential development are approximately 117 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 75 percent of the average trip length while other nonresidential development typically accounts for trips that are 73 percent of the average for all trips.

Local Trip Lengths

According to recent estimates, Sedona provides approximately 27.43 lane miles of arterials and collectors citywide. Using a capacity standard of 8,000 vehicles per lane mile, Sedona’s existing network provides 219,415 vehicle miles of capacity (27.43 lane miles X 8,000 vehicles per lane mile). To derive the average utilization (i.e., average trip length expressed in miles) of the major streets, divide vehicle miles of capacity by vehicle trips attracted to development in Sedona. As shown in Figure S5, citywide development currently attracts 68,261 average weekday vehicle trips. Dividing 219,415 vehicle miles of capacity by existing average weekday vehicle trips yields an unweighted-average trip length of approximately 3.214 miles. The calibration of average trip length includes the same adjustment factors used in the development fee calculations (i.e., commuter trip adjustment, pass-by trip adjustment, and average trip length adjustment). With these refinements, the weighted-average trip length is 3.378 miles.

Local Vehicle Miles Traveled

Shown below are the demand indicators for residential and nonresidential land uses related to vehicle miles traveled (VMT). For residential development, the table displays the number of VMT per household. For nonresidential development, the table displays VMT per thousand square feet of floor area.

Figure S6: Ratio of Service Unit to Development Unit

Residential Development per Unit					
Unit Size	AWVTE per unit ¹	Trip Adjustment ¹	Average Trip Length (miles)	Trip Length Adjustment	Avg Weekday VMT
700 or less	3.97	59%	3.378	117%	9.26
701 to 1,200	5.11	59%	3.378	117%	11.92
1,201 to 1,700	6.49	59%	3.378	117%	15.13
1,701 to 2,200	8.00	59%	3.378	117%	18.65
2,201 to 2,700	9.20	59%	3.378	117%	21.45
2,701 to 3,200	10.28	59%	3.378	117%	23.97
3,201 to 3,700	11.09	59%	3.378	117%	25.86
3,701 to 4,200	11.73	59%	3.378	117%	27.35
4,201 to 4,700	12.30	59%	3.378	117%	28.68
4,701 or more	12.81	59%	3.378	117%	29.87

Nonresidential Development per 1,000 Square Feet					
Development Type	AWVTE per 1,000 Sq Ft ¹	Trip Adjustment ¹	Average Trip Length (miles)	Trip Length Adjustment	Avg Weekday VMT
Industrial	4.87	50%	3.378	73%	6.00
Commercial	37.01	33%	3.378	75%	30.94
Office / Other Services	10.84	50%	3.378	73%	13.37
Institutional	22.59	33%	3.378	73%	18.38
Lodging (per room)	7.99	50%	3.378	75%	10.12

1. See Land Use Assumptions

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, projected development includes an additional 1,150 housing units and 178,000 square feet of nonresidential floor area over the next 10 years. Based on the trip generation factors discussed in this section, projected development generates an additional 26,080 VMT over the next 10 years. Shown below in Figure S7, Sedona needs to construct approximately 3.26 lane miles of street improvements, 0.95 miles of shared-use paths, and 0.36 intersection improvements over the next 10 years to maintain the existing levels of service.

Figure S7: Projected Travel Demand

Development Type	Development Unit	ITE Code	Weekday Veh Trips	Local Trip Length	Trip Length Adj	Weekday VMT
Residential	HU	Avg	4.72	3.38	117%	18.65
Industrial	KSF	130	2.44	3.38	73%	6.00
Commercial	KSF	820	12.21	3.38	75%	30.94
Office & Other Services	KSF	710	5.42	3.38	73%	13.37
Institutional	KSF	610	7.45	3.38	73%	18.38

VMC Per Lane Mile	8,000
Average Trip Length (miles)	3.378

Sedona, Arizona	Base	1	2	3	4	5	10	10-Year Increase
	2024	2025	2026	2027	2028	2029	2034	
Residential Units	7,021	7,141	7,260	7,378	7,494	7,610	8,171	1,150
Industrial KSF	530	532	534	536	538	540	550	20
Commercial KSF	2,222	2,235	2,249	2,262	2,276	2,289	2,356	134
Office & Other Services KSF	993	995	996	998	999	1,001	1,009	16
Institutional KSF	176	177	178	178	179	180	184	8
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	38,567	5,428
Industrial Trips	1,291	1,296	1,300	1,305	1,310	1,315	1,339	49
Commercial Trips	27,137	27,301	27,464	27,628	27,792	27,955	28,774	1,637
Office & Other Services Trips	5,382	5,390	5,399	5,408	5,416	5,425	5,468	87
Institutional Trips	1,312	1,318	1,324	1,330	1,336	1,342	1,372	60
Nonresidential Trips	35,121	35,305	35,488	35,671	35,854	36,037	36,953	1,832
Total Vehicle Trips	68,261	69,010	69,754	70,494	71,227	71,956	75,520	7,260
Vehicle Miles Traveled (VMT)	219,415	222,117	224,797	227,457	230,096	232,714	245,495	26,080
Lane Miles (Total)	27.43	27.76	28.10	28.43	28.76	29.09	30.69	3.26
Lane Miles Cost (Annual)		\$1,012,983	\$1,005,210	\$997,438	\$989,665	\$981,892	\$943,028	\$9,780,056
Shared-Use Paths (Total)	7.97	8.07	8.17	8.26	8.36	8.45	8.92	0.95
Shared-Use Paths Cost (Annual)		\$102,875	\$102,086	\$101,296	\$100,507	\$99,718	\$95,771	\$993,230
Improved Intersections (Total)	3.00	3.04	3.07	3.11	3.15	3.18	3.36	0.36
Impr. Intersections Cost (Annual)		\$155,649	\$154,454	\$153,260	\$152,066	\$150,872	\$144,900	\$1,502,743

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Street Improvements – Incremental Expansion

Sedona currently provides approximately 27.43 lane miles of arterial and collector streets to existing development, and Sedona plans to construct additional street improvements to serve future development. Sedona’s existing level of service is 1.25 lane miles per 10,000 VMT (27.43 lane miles / (219,415 VMT / 10,000)).

Based on Public Works Department estimates of recent and planned street improvements, the construction cost for street improvements is \$3,000,000 per lane mile. The analysis uses this cost as a proxy for future growth-related street improvement costs, and Sedona may use development fees to construct street improvements to serve future development. For street improvements, the cost is \$375.00 per VMT (1.25 lane miles per 10,000 VMT / 10,000 X \$3,000,000 per lane mile).

Figure S8: Existing Level of Service

Cost Factors	
Cost per Lane Mile	\$3,000,000

Level-of-Service (LOS) Standards	
Existing Lane Miles	27.43
2024 VMT	219,415
Lane Miles per 10,000 VMT	1.25
Cost per VMT	\$375.00

Source: Sedona Public Works Department

Shared-Use Paths – Incremental Expansion

Sedona currently provides 7.97 miles of shared-use paths within street rights of way to existing development, and Sedona plans to construct additional shared-use paths to serve future development. Sedona’s current level of service for shared-use paths is 0.3633 miles per 10,000 VMT (7.97 miles of shared-use paths / (219,415 VMT / 10,000)).

The weighted average cost of Sedona’s existing shared-use paths is \$1,048,366 per mile (\$8,356,155 total cost / 7.97 miles), and the analysis uses this cost as a proxy for future growth-related shared-use path costs. Sedona may use development fees to construct additional shared-use paths within street rights of way. The cost for shared-use paths is \$38.08 per VMT (0.3633 miles per 10,000 VMT / 10,000 X \$1,048,366 per mile).

Figure S9: Existing Level of Service

Shared-Use Path Type	Miles	Unit Cost	Total Cost
Decomposed Granite	2.01	\$300,000	\$601,705
Concrete	5.96	\$1,300,000	\$7,754,451
Total	7.97	\$1,048,366	\$8,356,155

Cost Factors	
Weighted Average Cost per Mile	\$1,048,366

Level-of-Service (LOS) Standards	
Existing Miles	7.97
2024 VMT	219,415
Miles per 10,000 VMT	0.3633
Cost per VMT	\$38.08

Source: Sedona Public Works Department

Intersection Improvements – Incremental Expansion

Sedona currently provides 3.0 intersection improvements to existing development, and Sedona plans to construct additional intersection improvements to serve future development. Sedona’s current level of service for intersection improvements is 0.1367 intersections per 10,000 VMT (3.0 intersection improvements / (219,415 VMT / 10,000)).

The Sedona Public Works Department provided construction costs for three future intersection improvements equal to \$12,642,751. The weighted average cost of these intersection improvements is \$4,214,250 per intersection (\$12,642,751/ 3.0 intersection improvements), and the analysis uses this cost as a proxy for future growth-related intersection improvement costs. Sedona may use development fees to construct these improvements or to construct other growth-related intersection improvements. The cost for intersection improvements is \$57.62 per VMT (0.1367 intersection improvements per 10,000 VMT / 10,000 X \$4,214,250 per intersection).

Figure S10: Existing Level of Service

Cost Factors	
Ranger Rd / Brewer Rd RAB (SIM-05d)	\$6,274,993
Ranger Rd / SR 179 (SIM-04e)	\$1,072,500
Forest Rd / Ranger Rd / SR 89A (SIM-05e)	\$5,295,258
Total	\$12,642,751
Average	\$4,214,250

Level-of-Service (LOS) Standards	
Existing Intersection Improvements	3.0
2024 VMT	219,415
Intersection Improvements per 10,000 VMT	0.1367
Cost per VMT	\$57.62

Source: Sedona Public Works Department

Development Fee Report – Plan-Based

The cost to prepare the Street Facilities IIP and related Development Fee Report equals \$20,820. Sedona plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$1.56 per VMT.

Figure S11: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	\$17,500	Residential	83%	Park Population	1,388	\$10.46
		Nonresidential	17%	Jobs	196	\$15.17
Police	\$18,000	Residential	69%	Police Population	1,113	\$11.16
		Nonresidential	31%	Vehicle Trips	916	\$6.09
Street	\$20,820	All Development	100%	VMT	13,299	\$1.56
Total	\$56,320					

STREET FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Sedona’s construction transaction privilege tax rate does not exceed the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)).

Street Facilities Development Fees

Infrastructure components and cost factors for street facilities are summarized in the upper portion of Figure S12. The cost per service unit is \$472.26 per VMT.

Street facilities fees for residential development are calculated per housing unit, based on unit size, and vary proportionately according to the number of VMT per household. The fee of \$8,808 for a residential unit with 2,000 square feet is calculated using a cost per service unit of \$472.26 per VMT multiplied by a demand unit of 18.65 VMT per unit.

Nonresidential development fees are calculated per square foot and vary proportionately according to the number of VMT per service unit. The fee of \$2.83 per square foot of industrial development is calculated using a cost per service unit of \$472.26 per VMT, multiplied by a demand unit of 6.00 VMT per 1,000 square feet, and divided by 1,000.

Figure S12: Street Facilities Development Fees

Fee Component	Cost per VMT
Street Improvements	\$375.00
Shared-Use Paths	\$38.08
Intersection Improvements	\$57.62
Development Fee Report	\$1.56
Total	\$472.26

Residential Fees per Unit				
Unit Size	Avg Wkdy VMT per Unit ¹	Proposed Fees	Current Fees	Difference
700 or less	9.26	\$4,373	\$2,088	\$2,285
701 to 1,200	11.92	\$5,629	\$2,831	\$2,798
1,201 to 1,700	15.13	\$7,145	\$3,580	\$3,566
1,701 to 2,200	18.65	\$8,808	\$4,134	\$4,675
2,201 to 2,700	21.45	\$10,130	\$4,574	\$5,556
2,701 to 3,200	23.97	\$11,320	\$4,943	\$6,377
3,201 to 3,700	25.86	\$12,213	\$5,256	\$6,957
3,701 to 4,200	27.35	\$12,916	\$5,526	\$7,390
4,201 to 4,700	28.68	\$13,544	\$5,767	\$7,777
4,701 or more	29.87	\$14,106	\$5,985	\$8,121

Nonresidential Fees per Square Foot				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	6.00	\$2.83	\$1.18	\$1.65
Commercial	30.94	\$14.61	\$5.36	\$9.25
Office / Other Services	13.37	\$6.31	\$2.32	\$3.99
Institutional	18.38	\$8.68	\$3.07	\$5.61
Lodging (per room)	10.12	\$4,779	\$1,990	\$2,789

1. See Land Use Assumptions

STREET FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure S13 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$12,293,830 and projected expenditures equal \$12,296,849. Since Sedona will assess residential development fees based on unit size, and the analysis projects residential development fee revenue based on a residential unit with 2,000 square feet (average size residential unit), actual development fee revenue will vary based on the actual mix of future residential units.

Figure S13: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Street Improvements	\$9,780,056	\$0	\$9,780,056
Shared-Use Paths	\$993,230	\$0	\$993,230
Intersection Improvements	\$1,502,743	\$0	\$1,502,743
Development Fee Report	\$20,820	\$0	\$20,820
Total	\$12,296,849	\$0	\$12,296,849

		Residential \$8,808 per unit	Industrial \$2.83 per sq ft	Commercial \$14.61 per sq ft	Office/ Other \$6.31 per sq ft	Institutional \$8.68 per sq ft
Year		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,021	530	2,222	993	176
Year 1	2025	7,141	532	2,235	995	177
Year 2	2026	7,260	534	2,249	996	178
Year 3	2027	7,378	536	2,262	998	178
Year 4	2028	7,494	538	2,276	999	179
Year 5	2029	7,610	540	2,289	1,001	180
Year 6	2030	7,724	542	2,302	1,003	181
Year 7	2031	7,838	544	2,316	1,004	182
Year 8	2032	7,950	546	2,329	1,006	182
Year 9	2033	8,061	548	2,343	1,007	183
Year 10	2034	8,171	550	2,356	1,009	184
10-Year Increase		1,150	20	134	16	8
Projected Revenue		\$10,112,471	\$56,436	\$1,954,737	\$100,859	\$69,326

Projected Fee Revenue	\$12,293,830
Total Expenditures	\$12,296,849

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

“A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”

ARS § 9-463.05(B)(12) states,

“The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.”

REVENUE PROJECTIONS

Sedona does not have a higher-than-normal construction excise tax rate; therefore, the required offset described above is not applicable. Shown in Figure A1, Sedona provided the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. Sedona directs the revenues shown below to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A1: Revenue Projections

NOTE TO STAFF: WE NEED TO PROJECT FUTURE REVENUE.

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona’s development fee enabling legislation, “a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan” (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education or experience”.

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	\$17,500	Residential	83%	Park Population	1,388	\$10.46
		Nonresidential	17%	Jobs	196	\$15.17
Police	\$18,000	Residential	69%	Police Population	1,113	\$11.16
		Nonresidential	31%	Vehicle Trips	916	\$6.09
Street	\$20,820	All Development	100%	VMT	13,299	\$1.56
Total	\$56,320					

APPENDIX C: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Development fees will be assessed to all new residential units. One-time development fees are determined by site capacity (i.e., number of residential units).

Single Family:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family:

3. Includes units in structures containing two or more housing units, further categorized as units in structures with “2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments.”
1. Includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, commercial includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, industrial includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, institutional includes schools, universities, churches, daycare facilities, and government buildings.

Lodging: Establishments primarily engaged in providing sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.

Office / Other Services: Establishments providing management, administrative, professional, or business services; personal and health care services; and lodging facilities. By way of example, Office and Other services includes banks, business offices; hotels and motels; assisted-living facilities, nursing homes and hospitals.



**CITY COUNCIL
AGENDA BILL**

**AB 2953
October 8, 2024
Regular Business**

Agenda Item: 8c
Proposed Action & Subject: Presentation/discussion regarding the June 2024 Sales and Bed Tax Report.

Department	Financial Services
Time to Present	20 min
Total Time for Item	30 min
Other Council Meetings	August 22, 2023; November 28, 2023, February 27, 2024; June 11, 2024
Exhibits	A. June 2024 Sales and Bed Tax Report B. PowerPoint Presentation

Finance Approval	Reviewed 9/23/24 BGW	Expenditure Required	
City Attorney Approval	Reviewed 9/23/24 KWC		\$ N/A
City Manager's Recommendation	Reviewed 9/23/24 ABS		Amount Budgeted
		\$ N/A	
		Account No. (Description)	

Background: A presentation will be made based on the June 2024 Sales and Bed Tax Report. This item will provide an opportunity for the City Council to discuss the report. Additional information regarding the report is below.

Transaction Privilege Tax: Technically, Arizona does not charge a sales tax. While we commonly use the term “sales tax,” it is more correctly called a transaction privilege tax (TPT). The transaction privilege tax is not exclusive to retail sales. Also, the taxpayer, not the customer, is responsible for paying TPT.

Confidentiality Requirements: Arizona’s confidentiality rules regarding TPT prohibit disclosure of any information regarding individual taxpayers. We cannot even disclose whether or not they pay taxes. We cannot disclose information regarding segments of taxpayers with less than 10 taxpayers in the group or when a taxpayer represents 90% or more of any size group.

Reported Categories: In the report, the “sales tax” portion is categorized as follows:

- Retail:
 - Retail sales, excluding food for home consumption (groceries)⁽¹⁾
 - Medical and adult use marijuana

- Online marketplace
- Use tax
- Restaurant & Bar
 - Restaurants and bars
 - Adult use marijuana restaurants and bars
- Hotel/Motel
- Construction
 - Prime contracting
 - Speculative builders
 - Owner/builder contracting
 - Maintenance, repair, replacement and alteration (MRRA) construction activities
- Leasing⁽²⁾
 - Commercial rental/leasing of real property
 - Rental/leasing of tangible personal property
- Communications & Utilities
 - Utilities
 - Communications
- Amusements & Other
 - Amusements
 - Transporting
 - Publication
 - Job printing
 - Collections of tax due prior to 2015 not applicable in current categories
 - License fees

Detailed explanations of each category are in the Sedona City Tax Code.

⁽¹⁾ Sedona does not charge tax on food for home consumption (groceries).

⁽²⁾ Sedona does not charge tax on long-term residential rentals (30 or more days).

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): None

MOTION

I move to: For presentation/discussion only.

Sales Tax Revenues by Category

Month	Retail	Restaurant & Bar	Hotel/Motel	Construction	Leasing	Communications & Utilities	Amusements & Other	Totals
City Sales Tax Revenues by Category and by Month								
July 2022	759,167	\$ 406,269	\$ 517,128	\$ 139,987	\$ 155,542	\$ 48,705	\$ 122,342	\$ 2,149,140
August 2022	797,223	369,186	502,766	195,095	156,688	96,617	80,318	2,197,893
September 2022	874,790	486,767	650,976	131,089	173,564	69,253	105,658	2,492,097
October 2022	1,053,822	582,764	868,383	161,238	177,348	39,266	139,165	3,021,986
November 2022	914,839	492,347	744,020	138,314	152,930	83,081	106,366	2,631,897
December 2022	896,682	424,843	586,451	134,064	168,411	67,347	83,243	2,361,041
January 2023	764,648	378,813	644,950	124,431	149,910	70,888	72,280	2,205,920
February 2023	792,929	463,351	765,546	138,808	163,484	68,826	97,392	2,490,336
March 2023	990,262	595,699	984,599	200,709	175,427	75,155	169,033	3,190,884
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Current Month Comparison to Same Month Last Year

June 2023 vs. June 2024	\$ 61,877	\$ (3,214)	\$ 17,250	\$ 33,266	\$ 26,858	\$ (2,139)	\$ (1,762)	\$ 132,136
Change from June to June	7%	-1%	2%	18%	16%	-3%	-1%	5%

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Difference in YTD	\$ 67,278	\$ 354,805	\$ 780,536	\$ 219,062	\$ 181,321	\$ 9,483	\$ 57,561	\$ 1,670,046
% Change from Prior YTD	1%	6%	9%	12%	9%	1%	4%	5%

Sales & Bed Tax Revenues by Month

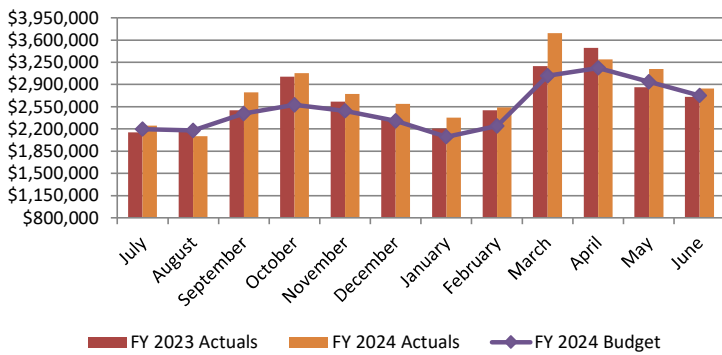
City Sales Tax Revenues

Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
July	\$ 2,149,138	\$ 2,248,015	5%	\$ 2,198,080	2%
August	2,197,897	2,088,510	-5%	2,172,310	-4%
September	2,492,094	2,775,781	11%	2,440,450	14%
October	3,021,987	3,077,781	2%	2,578,710	19%
November	2,631,897	2,747,711	4%	2,484,350	11%
December	2,361,041	2,595,213	10%	2,325,920	12%
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March	3,190,884	3,710,005	16%	3,035,630	22%
April	3,473,299	3,297,969	-5%	3,160,390	4%
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Totals	\$ 31,771,871	\$ 33,441,914	5%	\$ 30,383,980	10%

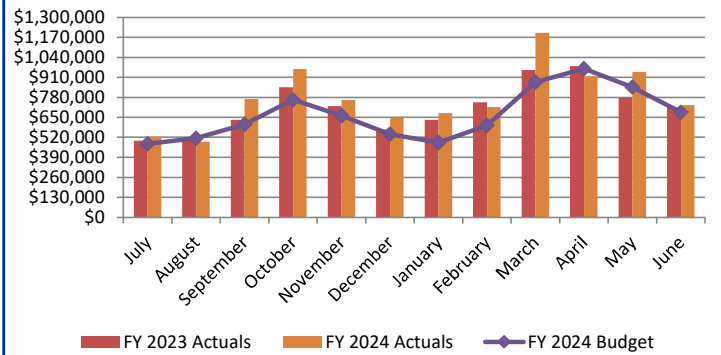
Bed Tax Revenues

Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
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September	633,082	768,445	21%	604,730	27%
October	844,792	963,131	14%	763,750	26%
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December	571,961	647,971	13%	541,360	20%
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February	748,220	717,017	-4%	598,580	20%
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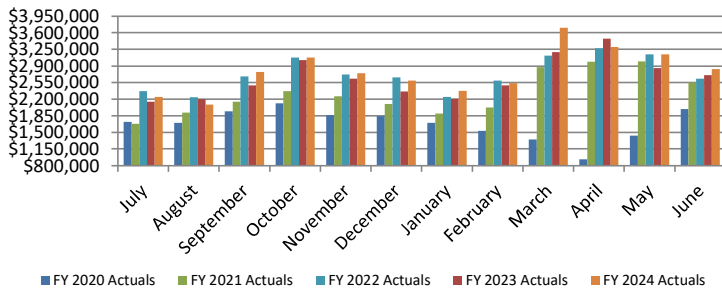
City Sales Tax Revenues



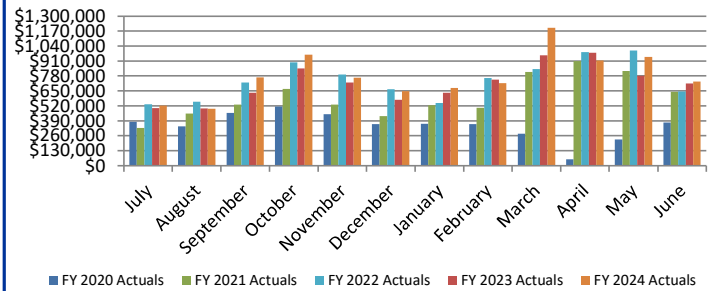
Bed Tax Revenues



City Sales Tax Revenues Historical Trends

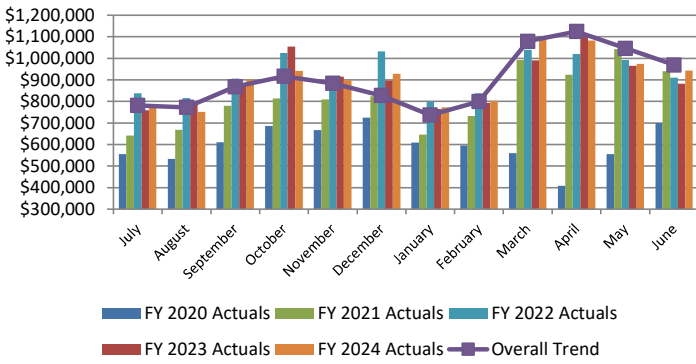


Bed Tax Revenues Historical Trends

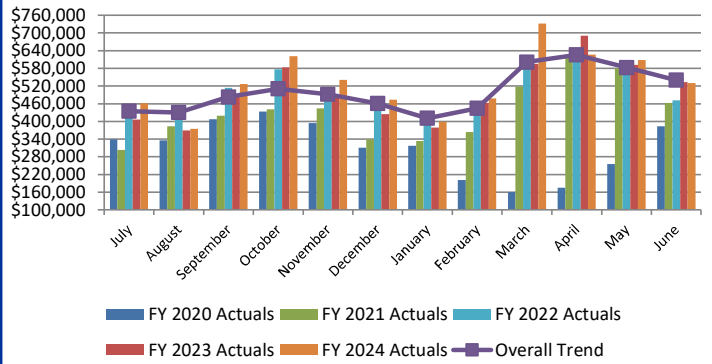


Historical Sales Tax Revenues by Category

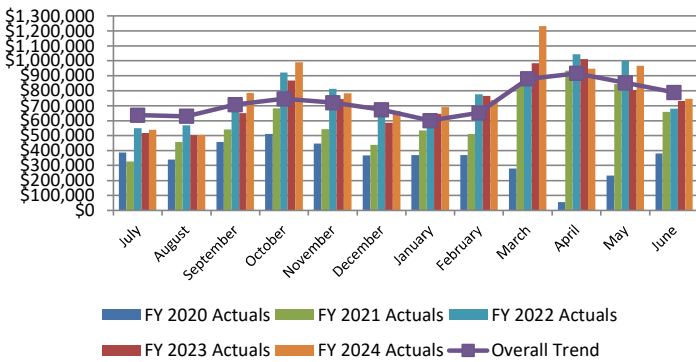
Retail Historical Trends



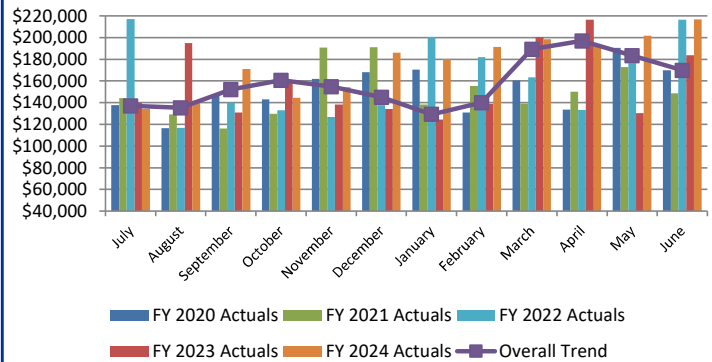
Restaurant & Bar Historical Trends



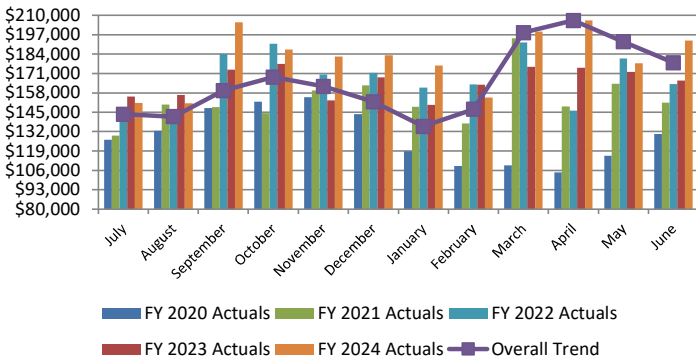
Hotel/Motel Historical Trends



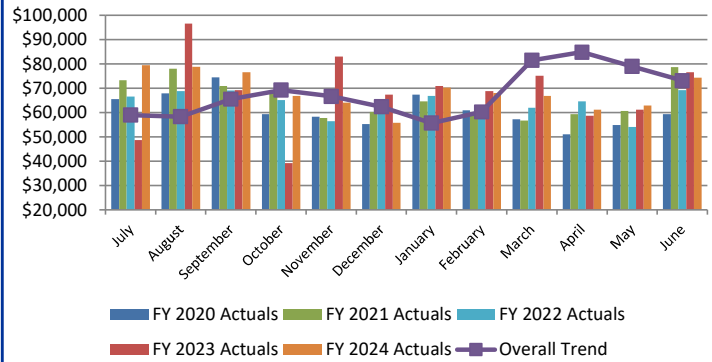
Construction Historical Trends



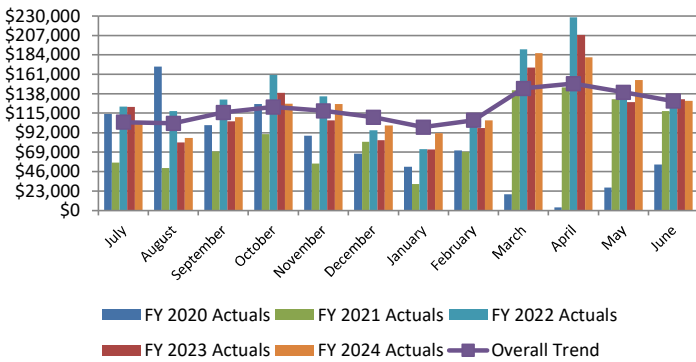
Leasing Historical Trends



Communications & Utilities Historical Trends



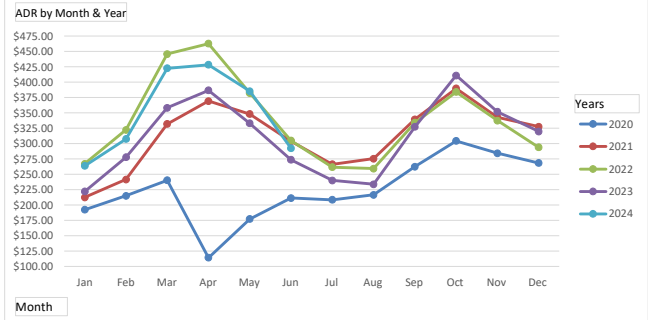
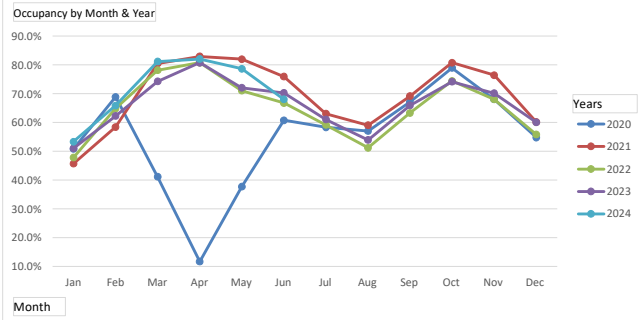
Amusements & Other Historical Trends



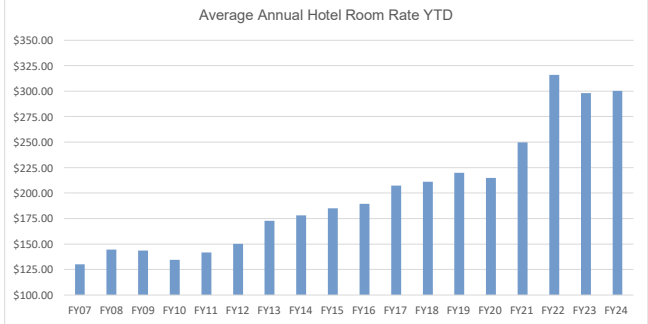
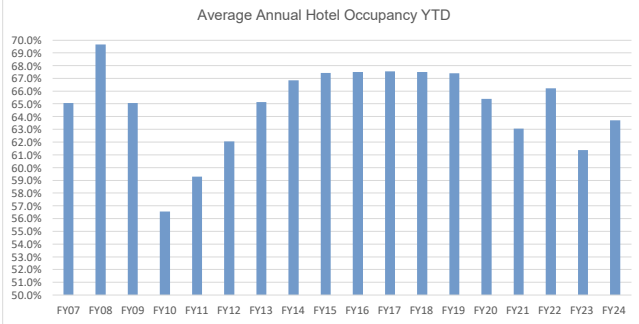
NOTE: The Overall Trend lines represent the trend in relation to total sales tax revenues to demonstrate how each category follows or does not follow the overall seasonal trends.

Historical Hotel Occupancy & Average Daily Room Rate

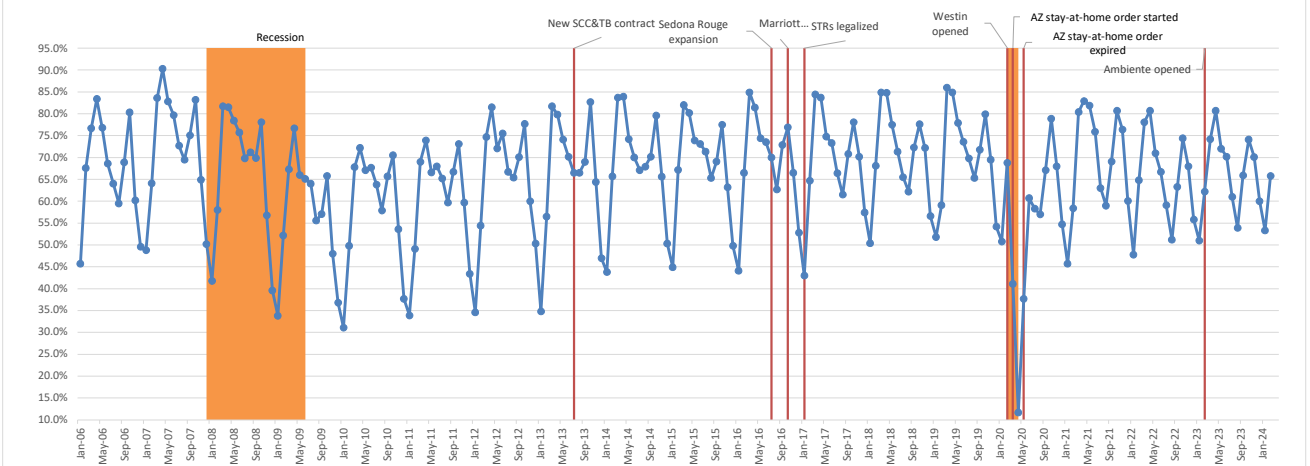
Monthly Hotel Occupancy & Average Daily Room Rate



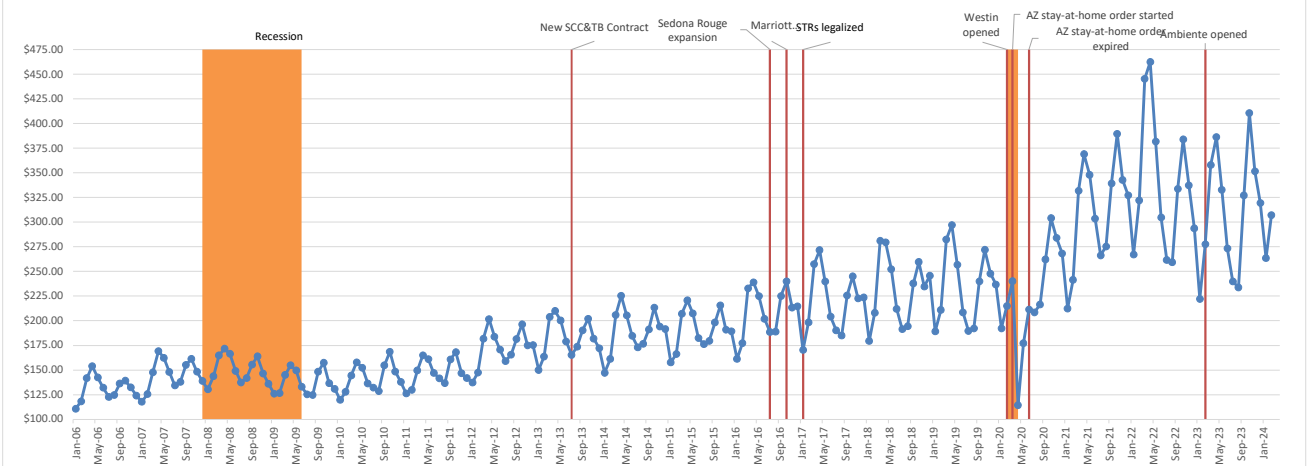
Average Annual Hotel Occupancy & Average Annual Room Rate as of June



Historical Hotel Occupancy



Historical Average Daily Room Rate



City Tax Code Definitions Related to Hotel/Motel Category

Section 8-100. General Definitions.

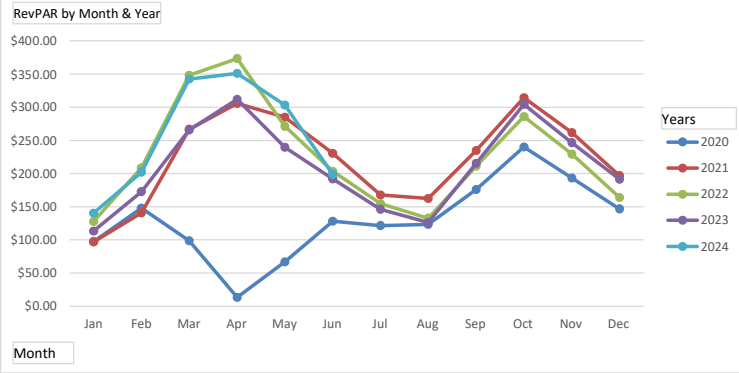
"Hotel" means any public or private hotel, inn, hostelry, tourist home, house, motel, rooming house, apartment house, trailer, or other lodging place within the City offering lodging, wherein the owner thereof, for compensation, furnishes lodging to any transient, except foster homes, rest homes, sheltered care homes, nursing homes, or primary health care facilities.

"Lodging (Lodging Space)" means any room or apartment in a hotel or any other provider of rooms, trailer spaces, or other residential dwelling spaces; or the furnishings or services and accommodations accompanying the use and possession of said dwelling space, including storage or parking space for the property of said tenant.

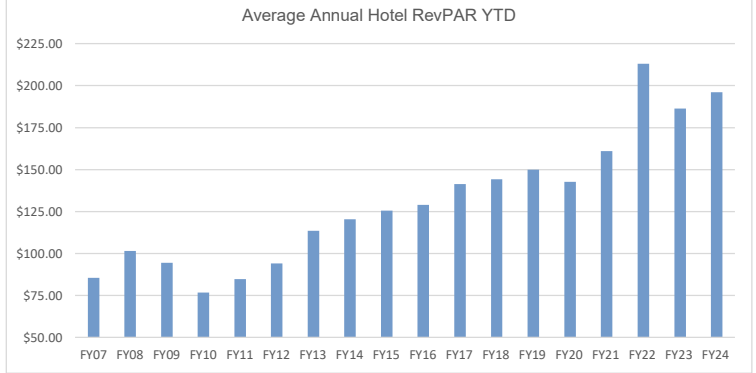
NOTE: The above occupancy and average daily room rate data is for traditional hotel type entities only.

Historical Hotel Revenue Per Available Room

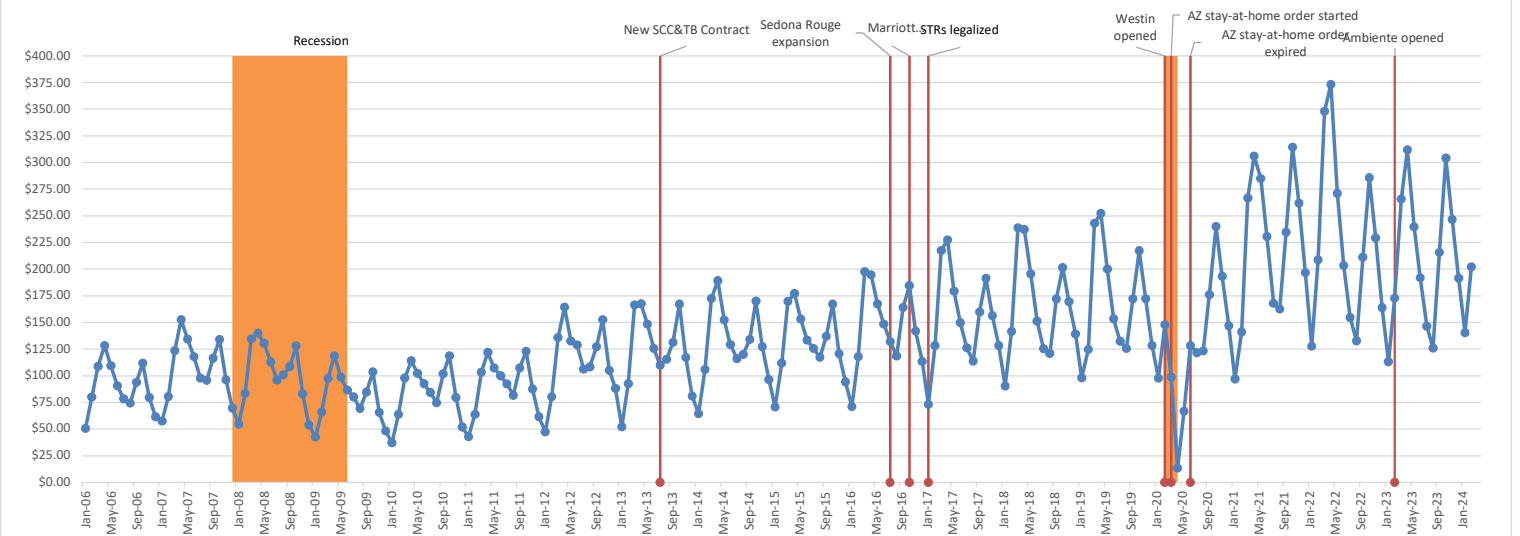
Monthly Hotel Revenue per Available Room



Average Annual Hotel Revenue per Available Room as of June



Historical Hotel Revenue per Available Room



NOTE: Revenue per Available Room (RevPAR) is the average daily room rate times the occupancy rate.

June 2024 Sales & Bed Tax Revenues

Revenues

City Council Meeting
October 8, 2024



Comparison to Prior Year and Budget

City Sales Tax Revenues

Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
July	\$ 2,149,138	\$ 2,248,015	5%	\$ 2,198,080	2%
August	2,197,897	2,088,510	-5%	2,172,310	-4%
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June	2,703,306	2,835,443	5%	2,726,100	4%
Totals	\$ 31,771,871	\$ 33,441,914	5%	\$ 30,383,980	10%

Bed Tax Revenues

Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
July	\$ 499,299	\$ 522,779	5%	\$ 478,550	9%
August	498,556	492,948	-1%	514,590	-4%
September	633,082	768,445	21%	604,730	27%
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Totals	\$ 8,587,989	\$ 9,340,377	9%	\$ 8,024,990	16%



Comparison to 5 Years Prior

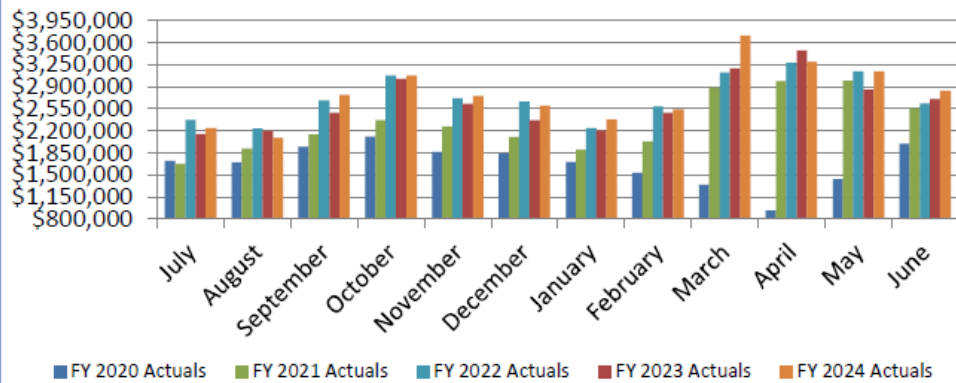
	June 2019	June 2024	% Change	FY2019 YTD	FY2024 YTD	% Change
Sales Tax	\$1,862,115	\$2,835,443	52%	\$21,381,693	\$33,441,914	56%
Bed Tax	\$380,099	\$729,598	92%	\$4,788,239	\$9,340,377	95%

NOTE: Western Region CPI increase from June 2019 to June 2024 was 23%.

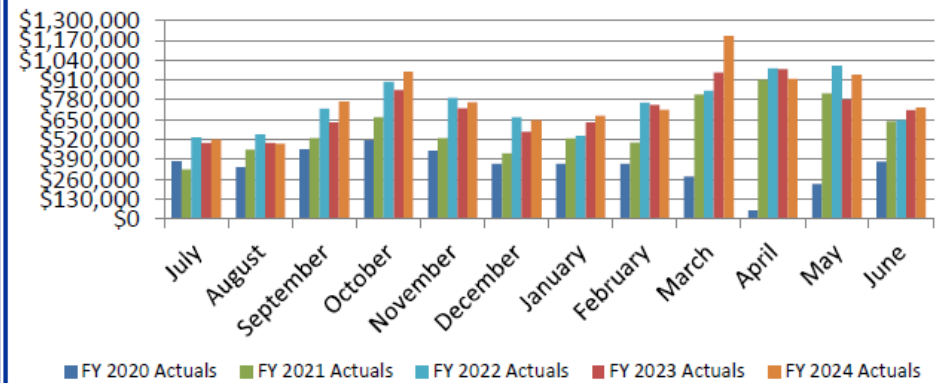


Historical Trends

City Sales Tax Revenues Historical Trends



Bed Tax Revenues Historical Trends

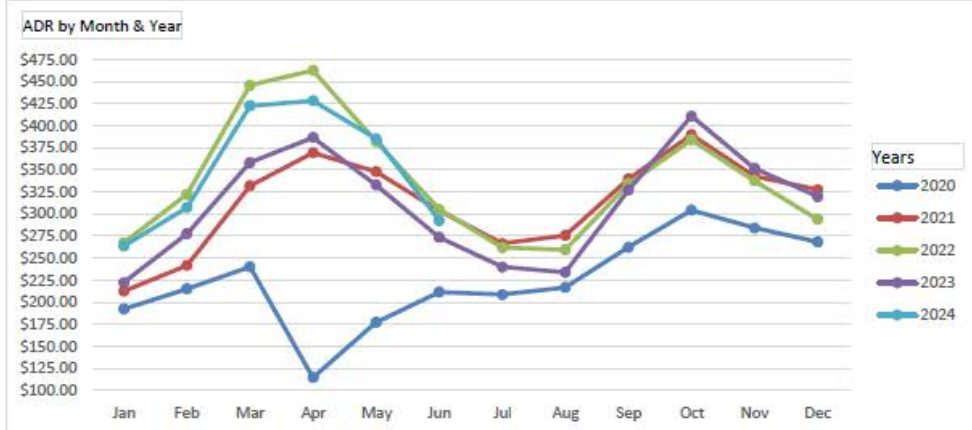
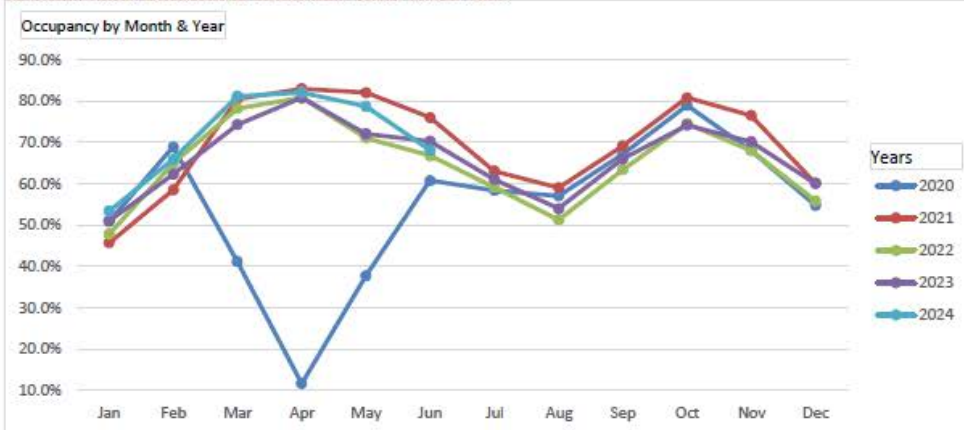


Based on the overall average of Sales & Bed Tax collections since 2014, June ranks as the 5th highest month of collections. In FY24 June followed this trend ranking 5th for Sales & Bed tax combined.



Traditional Hotel Occupancy & ADR

Monthly Hotel Occupancy & Average Daily Room Rate



SCTC Section 8-100. General Definitions.

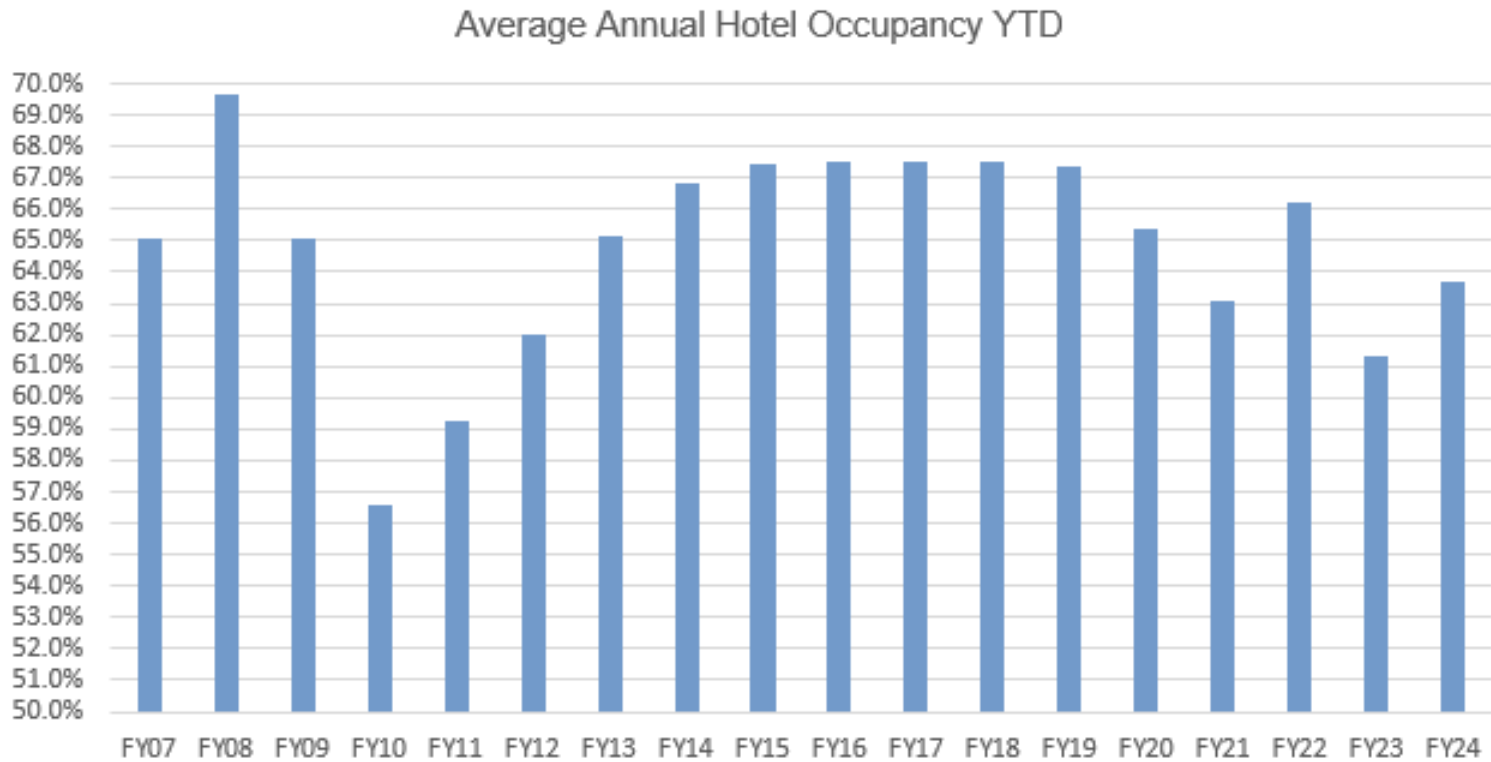
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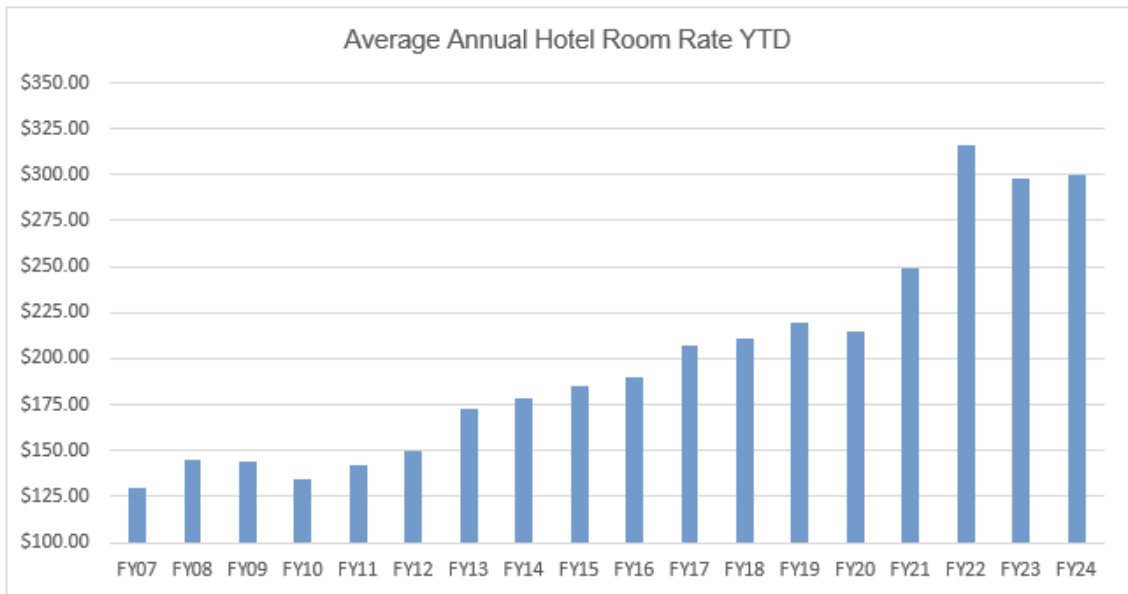


Average Annual Traditional Hotel Occupancy

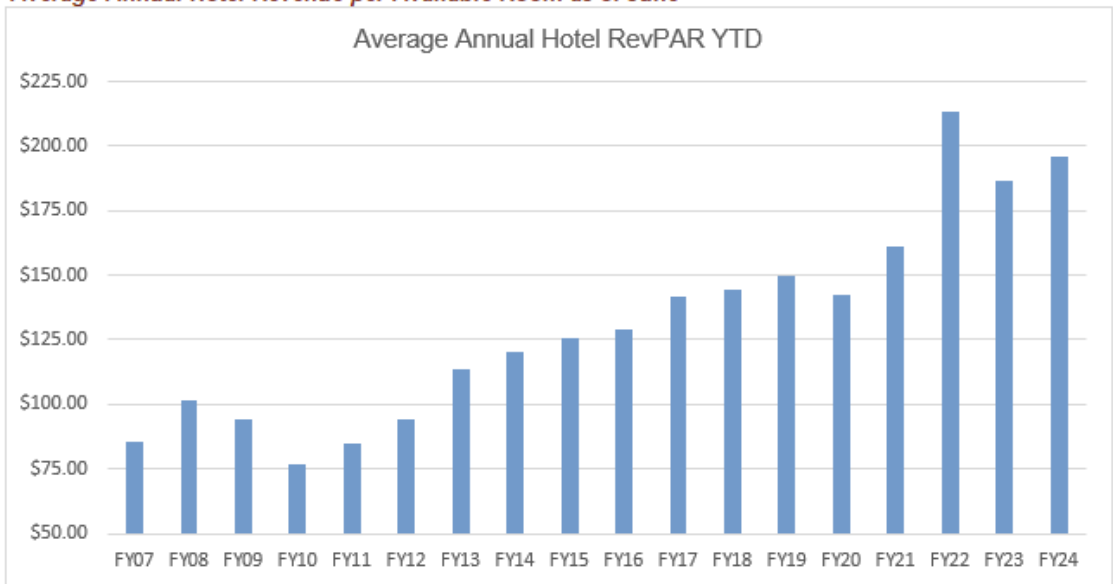
Average Annual Hotel Occupancy & Average Annual Room Rate as of June



Average Annual Traditional Hotel ADR & RevPAR



Average Annual Hotel Revenue per Available Room as of June



June 2024 Revenues by Period End Date

Period End Date	Amount	Period End Date	Amount
1991	\$ 1.90	2024:	\$ 3,565,743.38
2002	\$ 0.92	Jan	\$ 4,728.57
2007	\$ 39.67	Feb	\$ 4,374.65
2008	\$ (1.55)	Mar	\$ 8,733.02
2010	\$ 28.98	Apr	\$ 25,405.09
2016	\$ 4,754.45	May	\$ 445,155.58
2017	\$ 1,553.93	Jun	\$ 3,064,212.96
2018	\$ 387.84	Jul	\$ 4,764.34
2019	\$ 422.55	Aug	\$ 2.29
2020	\$ (3,914.84)	Sep	\$ 2.00
2021	\$ (3,656.58)	Oct	\$ 4.00
2022	\$ (10,439.70)	Dec	\$ 8,360.88
2023	\$ 10,119.67	Grand Total	\$ 3,565,040.62

Taxes due by 20th of following month

ADOR closes month by early to middle of following month

Data based on how taxpayer reported



Sales Tax Revenues by Category

Month	Retail	Restaurant & Bar	Hotel/Motel	Construction	Leasing	Communi-cations & Utilities	Amusements & Other	Totals
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Change from June to June	7%	-1%	2%	18%	16%	-3%	-1%	5%

Year-to-Date Comparison to Year-to-Date Last Year

Difference in YTD	\$ 67,278	\$ 354,805	\$ 780,536	\$ 219,062	\$ 181,321	\$ 9,483	\$ 57,561	\$ 1,670,046
% Change from Prior YTD	1%	6%	9%	12%	9%	1%	4%	5%



Comparison to 5 Years Prior by Category

	June 2024	June 2019	% Change
Retail	\$942,945	\$590,382	60%
Restaurant & Bar	\$530,786	\$377,501	41%
Hotel/Motel	\$747,658	\$390,862	91%
Construction	\$216,932	\$151,109	44%
Leasing	\$193,001	\$159,996	21%
Communications & Utilities	\$74,393	\$58,414	27%
Amusements & Other	\$129,728	\$133,851	-3%



Increase/(Decrease) in Revenues

	FYTD Jun 2024 Over (Under) Prior Year	FYTD June 2024 Over (Under) Budget ⁽¹⁾
Sales Tax	\$1,670,043	\$3,057,934
Bed Tax	\$752,388	\$1,315,387
Total	\$2,422,431	\$4,373,321

⁽¹⁾ FY2024 sales and bed tax projections were based on conservative estimates in case of a recession occurring during the fiscal year. While the occurrence of a potential recession remains to be seen, current estimated General Fund surplus for FY2024 is \$10M.



Questions?





**CITY COUNCIL
AGENDA BILL**

**AB 3120
October 8, 2024
Regular Business**

Agenda Item: 8d

Proposed Action & Subject: Discussion/possible action regarding an Ordinance amending Sedona City Code Title 13 (Public Service and Utilities) Division I Wastewater, amending Chapter 13.05 Definitions, Sewer Availability, and other miscellaneous amendments. (First Meeting)

Department	Wastewater/City Manager’s Office J. Andy Dickey
Time to Present	5 minutes
Total Time for Item	20 minutes
Other Council Meetings	N/A
Exhibits	A. Draft Ordinance B. 2024 Amendments to SCC Title 13, Public Services and Utilities, Division I Wastewater

Finance Approval	Reviewed 9/23/24 BGW	<table border="1"> <tr> <td>Expenditure Required</td> </tr> <tr> <td>\$ N/A</td> </tr> <tr> <td>Amount Budgeted</td> </tr> <tr> <td>\$ N/A</td> </tr> <tr> <td>Account No. (Description)</td> </tr> </table>	Expenditure Required	\$ N/A	Amount Budgeted	\$ N/A	Account No. (Description)
Expenditure Required							
\$ N/A							
Amount Budgeted							
\$ N/A							
Account No. (Description)							
City Attorney Approval	Reviewed 9/23/24 KWC						
City Manager’s Recommendation	Provide direction for a second meeting on the code amendments. ABS 9/25/24						

SUMMARY STATEMENT

Background: Sedona City Code (SCC) Title 13, Division I Wastewater provides regulations for the disposal of wastes, sewerage, and storm waters to protect the health, safety and welfare of the citizens of the city and the environment.

Significant proposed amendments to SCC Title 13 include:

- Chapter 13.05.020 currently provides definition of sewer availability that is vague and leads to extensive sewer main extensions to meet code requirements. In some cases, this has resulted or would result in sewer main extensions in excess of 700 feet at the cost of the property owner/developer in order to meet the sewer connection requirements. The proposed ordinance redefines sewer availability to mean that existing sewer infrastructure is available adjacent to and within 300 feet of any parcel boundary. By revising this definition this will make sewer connections more feasible for individual parcels. City code will still allow those properties to connect if they wish, but it would not be a requirement. Subdivisions, multi-family, commercial and industrial properties will not be subject to the 300-foot threshold.

- Chapter 13.15.020 requires connection to the city collection system within 180 days of the Notice of Sewer Availability. This means that if a sewer main extension brings a parcel into the definition of having sewer availability, existing developed parcels must convert from septic to city sewer within 180 days regardless of septic system age or condition. The proposed ordinance will allow existing developed properties to defer connection to the city sewer system for up to four years. This allows property owners who are developing to extend the sewer main for connection to city sewer without forcing adjacent existing developed properties to connect. There have been several instances in the last 5 years where sewer has not been available to a property, the owners have been willing to extend the sewer main at their cost, but they do not move forward with the sewer main extension because of adjacent properties not willing to endure the cost of converting from septic to city sewer within 180 days. It is advantageous for homeowners and the environment to convert from septic to city sewer. By allowing deferments, it will afford more flexibility for private developers to fund sewer main extensions and individual homeowners to plan for conversion over a longer time frame.

Additional minor amendments to SCC Title 13 include:

- The addition of specifications for sewer clean-outs at the property line
- The requirement to install a sewer clean-out at the property line when undergoing a remodel or addition
- The revision to the lowest drain fixture elevation requiring a backwater valve on the sewer lateral
- The requirement to install a backwater valve when undergoing a remodel or addition, if the property meets elevation difference requirements between the lowest drain fixture and the upstream manhole.

This is the first public meeting. Unless otherwise directed, this ordinance will be brought back to Council at a subsequent public meeting for adoption on consent agenda.

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

A goal of the climate action plan is to “Manage, restore, and foster resilient ecosystems, landscapes, and resources.” This applies to the proposed code amendments as they’re intended to protect private properties, and the environment, by making the wastewater system resilient.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could choose to not move forward with the proposed code changes. This would leave the issues intended to be addressed by the code changes as they exist.

MOTION

I move to: (First Meeting) For discussion and direction only.

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED “2024 AMENDMENTS TO SCC TITLE 13, PUBLIC SERVICES AND UTILITIES, DIVISION I WASTEWATER” AS A PUBLIC RECORD, ADOPTING THE SAME BY REFERENCE, AND AMENDING THE SEDONA CITY CODE AS SET FORTH THEREIN; PROVIDING FOR PENALTIES, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City deems it necessary to adopt certain amendments to Sedona City Code Title 13, Public Services and Utilities, Division I Wastewater to protect the health, safety, and welfare of the public.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. That certain document titled the “2024 Amendments to SCC Title 13, Public Services and Utilities, Division I Wastewater” (“SCC Wastewater Amendment”), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-701, on file in the office of the City Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the City Clerk.

Section 3. Sedona City Code Title 13, Public Services and Utilities, Division I Wastewater is hereby amended as set forth in the SCC Wastewater Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the SCC Wastewater Amendment adopted herein is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

Section 6. Penalties:

A. Any person, operator or owner who shall violate any provision of this ordinance, or who shall fail to comply with any provision hereof, shall be guilty of a Civil Offense or a Class 1 misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$2,500 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues is a separate offense punishable as set forth herein. Violations relating to nonpayment of delinquent fees and charges shall not be subject to prosecution as a misdemeanor.

B. If any person discharges sewage, industrial wastes or other wastes into the city wastewater system contrary to the provisions of this ordinance, federal or state pretreatment requirements or any order of the director, the city attorney, subject to approval by the council, may commence an action for appropriate legal and equitable relief in the superior court of the appropriate county.

C. Any person, operator, or owner that has violated any provision of this ordinance is liable to the city for any expense, loss or damage occasioned by the city for reason of appropriate cleanup and proper disposal of waste materials. Additionally, an administrative fee equal to one-half of assessed cleanup costs shall be levied by the city against the guilty party.

D. The city may report violations of this ordinance to appropriate state and federal agencies as violations of the Clean Water Act and related acts, laws and regulations.

E. All other penalties herein notwithstanding, it is unlawful for any person, whether principal, owner, agent or tenant, to unlawfully violate, disobey, omit or refuse to comply with or to resist the enforcement of any of the provisions of this ordinance.

F. The director may refuse service to and disconnect any user who fails to comply with any of the provisions of this ordinance.

G. Discontinuance of wastewater services shall not occur until the noncomplying person, industry or business has been notified that it is not in compliance with this ordinance and has been given a reasonable time in which to come into compliance. The director may immediately halt service with no notice to the user when the director determines that such action is necessary to prevent a discharge of pollutants that represents an imminent danger to the public health, safety or welfare or may result in immediate and significant environmental damage.

H. This section shall not be held to prohibit the city engineer or city manager from acting to require and effect correction of violations or removal of nuisances.

I. In addition to any criminal fine which may be imposed for violation of any provision of this ordinance, any person shall be liable for all charges which may be assessed by the city on any user of the city wastewater system who discharges wastes containing impermissible quantities of prohibited substances into the city wastewater system. The director may assess charges based on the costs incurred by the city in surveillance, sampling and testing of the discharges, for additional operating and maintenance expenses, or for any other action required to identify, handle, process or supplement normal activities due to the unauthorized discharge of wastes, plus overhead charges.

J. The director may discontinue wastewater collection or treatment service to premises for any of the following reasons:

1. Failure to pay a charge assessed by the director for unauthorized discharges.
2. Failure to correct an unauthorized discharge as required by the director.
3. Discharging any unauthorized substances, materials, water or waste as prohibited by federal, state or local regulation.
4. To prevent fraud or abuse.
5. In response to disregard of city rules pertaining to water or sewer service.
6. For emergency repair.
7. In response to local emergency requiring emergency measures.

K. Before disconnecting the property from the city wastewater system, the city shall provide written notice, by certified, return receipt requested mail, to the violator of the pending disconnection, and the city shall follow the procedure set forth in SCC 13.15.080 for setting a hearing. However, if the discharge is a threat to the public health, safety or welfare, or poses an immediate and significant potential for environmental harm, the city may initiate an enforcement action without giving notice.

L. Upon notice of the final determination by the director of an assessment or order to correct an unauthorized discharge, the responsible party shall tender the amount assessed within 10 days of the date ordered and discontinue the unauthorized discharge as ordered by the director. In the event the unauthorized discharge is not corrected or the assessment is not tendered, continued operation resulting in a discharge is unlawful, and the discharge will be a public nuisance which may be abated by order of a court of competent jurisdiction. This remedy shall be in addition to any other remedy.

M. Any charges imposed by this ordinance if not paid by the due date, may also be collected by a civil suit, instituted in the name of the city by the city attorney at the request of the city at any time after the

charge becomes delinquent, notwithstanding any other provisions to the contrary.

N. In addition to any late charges specified in this chapter, the city may recover all costs of litigation and collection including a reasonable attorney's fee.

O. The city may assign late charges to a bona fide collection agency for collection.

P. The remedies provided by this section shall be cumulative and supplemental to other remedies provided by provisions of this ordinance.

Q. In the event that sewer services are terminated, a charge of \$500.00 shall be paid, together with any other charges which are due and owing to the city under any city ordinance, prior to the re-establishment of sewer service.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 8. Repeal. All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

Section 9. Effective Date. The effective date of this Ordinance shall be 30 days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this _____ day of _____, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

Title 13
PUBLIC SERVICES AND UTILITIES

Chapters:

Division I.
Wastewater

- 13.05** **General Provisions**
- 13.10** **Determination of Areas to be Sewered – Extensions to City Wastewater System**
- 13.15** **Connections to Wastewater System**
- 13.20** **Wastewater Monthly Service Charge**
- 13.25** **Prohibited Discharges – Inspections**
- 13.30** **Registration of Septage Haulers – Reporting Requirements**
- 13.35** **Environmental Nuisances**
- 13.40** **Pretreatment Requirements**
- 13.45** **Violation – Penalty**

Division I. Wastewater

Chapter 13.05
GENERAL PROVISIONS

Sections:

- 13.05.010** **Purpose.**
 - 13.05.020** **Definitions.**
 - 13.05.030** **General considerations.**
 - 13.05.040** **Nonliability of city for wastewater collection service.**
-

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

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13.05.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Backflow prevention device” means a device or valve installed in a pressure sewer system which is intended to prevent wastewater from the sewer main system from entering facilities connected to the private sewer lateral.

“Backwater valve” means a device or valve installed in a sewer lateral which is intended to prevent wastewater from the public sewer system from backing up into low level fixtures on private property and causing a flooding condition.

“BOD” or “biochemical oxygen demand” means an analytical test that indicates the strength of wastewater by measuring the amount of oxygen in parts per million (ppm) required to stabilize organic compounds.

“Capacity fee” means the fee charged by the city to connect to the wastewater system and thus receive an allocation of wastewater treatment and disposal capacity.

“Capacity standby fee” means the monthly fee charged to property owners of undeveloped property located in an area where the city wastewater system is available for connection. This fee is equal to one-half of the standard ERU rate. This fee is designed to recoup the city’s costs for maintenance and depreciation on wastewater facilities.

“Chemical toilet waste” means waste from a toilet containing chemicals for sanitary management of feces and/or urine. Generally, a portable toilet facility.

“City engineer” means the individual or company acting in the capacity per SCC [2.55.010](#), City engineer.

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

“Cluster system” means a wastewater collection and treatment system serving more than one parcel, the collection and treatment components of which are located wholly within the city of Sedona, but is not owned by the city of Sedona.

“Collector cluster system” means pipelines or conduits, excluding house sewers, for collecting and conducting wastewater to a point or points of treatment or disposal from two or more residents, apartment units, condominiums or businesses.

“Commercial account” means a sewer billing account for a nonresidential use connected to the city wastewater system.

“Department” means the Arizona Department of Environmental Quality.

“Director” means the director of wastewater who is the director of the office of wastewater management.

“Drainage fixture unit” means a measure of the probable discharge into the drainage system by various types of plumbing fixtures. The drainage fixture unit for a given plumbing fixture shall be determined in accordance with the city’s adopted plumbing code.

“Drive-up window” means an opening between the interior and exterior of a building for the purpose of passing food from inside a business to its customers located outside the building. The customers may or may not be in a vehicle.

“Economically feasible” means a determination by the council, pursuant to this division, that extension of the city wastewater system to such area is financially feasible.

“Effluent” means wastewater discharged or leaving a treatment unit or treatment process.

“Environmentally necessary” means a determination by the council, pursuant to this division, that a public health hazard exists or may exist from the pollution of, or from the reasonable probability of pollution of, surface waters or groundwater.

“ERU” or “equivalent residential unit” means the base unit allocated to a single-family residential structure for the wastewater system capacity it uses, ERU for city facilities located at other locations may vary and shall be determined by appropriate analysis.

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

“Facility,” when referring to the city wastewater system, means those pipes, devices, manholes, pumps, buildings, walls, machines, treatment works, or combinations of these including related items comprising the city wastewater system. In cases where the city wastewater system is not being referred to, according to context, facility refers to privately owned pipes, machines, manholes, devices, building fixtures, or physical items or machines, or combinations of these including related items.

“Grease and oil analysis” means an analytical test used to measure the amount of grease and oil in parts per million (ppm) present in wastewater.

“Grease interceptor” means a grease-collecting device that is larger than a grease trap regarding flow rate and capacity. The interceptor discharges directly into the wastewater system preventing grease from entering the wastewater system by means of baffling.

“Grease, oil and fat” means animal and/or mineral byproduct that dissociates from water and adheres to the sidewalls of sewer pipes creating potential clogging problems in sewer systems.

“Grease trap” means a grease collecting device normally with less than a 51 gallons per minute (gpm) flow rate with a capacity of 40 gallons of water, the placement of which is downstream of a sink but upstream of the city wastewater system.

“Guest house” means an accessory building with one or more rooms used solely as the temporary dwelling of the guests of the occupants of the premises and not rented or used for supplemental income. Guest houses shall not include mobile or manufactured homes, shall contain no kitchen facilities, shall be connected to the same utility services as the main dwelling and shall not be used as a separate dwelling unit.

“Individual sewage disposal system” means a privately owned residential or commercial wastewater treatment system.

“Infiltration” means the entry of groundwater into a sanitary sewer system through joints, porous walls, and cracks, as well as the extraneous flow (inflow) that enters a sanitary sewer from other sources such as connections from roof leaders, basement drains, land drains, and manhole covers. Inflow infiltration typically results directly from rainfall or irrigation runoff.

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

“Influent” means wastewater entering a treatment unit, treatment process or city wastewater collection system.

“Interceptor” includes traps, filters, separators, vaults, processes and other devices, means or processes intended to remove solids, liquids, or gases from wastewater prior to its discharge to the city wastewater system.

“Minimum monthly service charge” means the minimum charge for a commercial account regardless of the level of activity of the unit or if the unit is vacated.

“Mixed loads” means combined septage tanker loads as a result of pumping grease interceptors and septic tanks into the same septage tanker.

“Monthly service fee” means the fee charged each month for use of the wastewater system.

“Nonresidential use” means any land use other than single-family residences, apartments, condominiums or multi-unit residential buildings.

“Nonuser service fee” means the monthly fee charged to residential property owners of developed residential property who have received a notice of sewer availability, but have a legally functioning on-site septic system, and elect to defer connection to the city’s wastewater system by entering into a wastewater connection deferral agreement. This fee is equal to one-half the standard ERU rate for the property.

“Office” means the Sedona office of wastewater management.

“Pollution” means such contamination or other alteration of the physical, chemical or biological properties of any waters or such discharge of any liquid, gaseous or solid substance into any waters, onto or under any land as will or is likely to create a public health hazard or environmental nuisance or render such waters or land harmful or injurious to public health, safety or welfare to domestic, commercial, industrial, agricultural, recreational or other lawful beneficial uses, or to livestock, wildlife, birds, fish or other aquatic life.

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

“SDG system” means a small diameter gravity system which accepts the effluent from septic tanks in small diameter sewer pipes and wastewater runs in pipes by gravity without the aid of a pump to the city wastewater system.

“Septage hauler” means any person or business entity engaged in pumping wastes from individual wastewater disposal systems or in transporting septage.

“Septic tank” means a receptacle which receives raw sewage and which is designed, constructed and installed to city, state and county standards to prevent leakage, to retain settleable solids and to discharge sewage liquids into an absorption field, seepage pit, evapotranspiration bed or a wastewater collection system.

“Sewer availability” means a condition that occurs when the city wastewater system exists in a street or easement adjacent to and within 300 feet of a real property or adjacent to and within 300 feet of a private wastewater collection system serving that real property ~~or adjacent to the point of access to a real property~~ and the city wastewater system is ready for connection, and wastewater treatment and disposal capacity is adequate for the proposed connection, subject to any state or federal consent order or judgment. The 300-foot distance shall only apply to single-family residential properties. Subdivisions, multi-family, commercial, and industrial properties shall have sewer availability when the city wastewater system exists in a street or easement adjacent to the real property or adjacent to a private wastewater collection system serving that real property and the city wastewater system is ready for connection, and wastewater treatment and disposal capacity is adequate for the proposed connection, subject to any state or federal consent order or judgement. Final determination of sewer availability shall be by the city engineer or director.

~~“Sewer connection agreement” means a notarized statement, on a form provided by the city, which a property owner shall sign prior to obtaining a city building permit for any new structure or for any modification to an existing structure or change of use of a structure which could affect wastewater disposal requirements or the public health and safety. The statement shall contain those terms and conditions required by law to allow recordation as a covenant running with the land.~~

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

“Standard gravity system” means a collection system that accepts all of the wastewater generated on a property except for special pretreatment which may be required by the city, such as grease removal or volatile or toxic wastes removal.

“Step system” means a septic tank effluent pumping collection system which uses a pump and reservoir tank to pump the effluent from a private septic tank to the city wastewater system.

“Storm waters” means rainwater and other waters specifically identified in the latest city of Sedona storm water management program filed with the department as acceptable to go into the municipal separate storm sewer system (MS4).

“Take-out” means food or drink prepared and sold with the intent that it will be consumed elsewhere than within the dining area owned by the business selling it.

“TSS” or “total suspended solids” means an analytical test result that measures the presence of solids in parts per million (ppm) within a sample of wastewater.

“Wastewater” means a combination of water-carried wastes from residences, institutions, public and private business buildings, mobile homes, motor homes, trailers and other places of human habitation, employment or recreation. For the purpose of this division, “wastewater” does not include storm water.

“Wastewater system (city wastewater system)” means pipelines or conduits, pumping stations, force mains, wastewater treatment plant, disposal field, lagoon, pumping stations, incinerator, wetlands and all other treating devices, appurtenances and facilities for collecting and conducting wastewater to a point of treatment and disposal constructed or operated by the city.

“Waters within the city” means all streams, lakes, ponds, marshes, drainage systems, aquifers and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the corporate limits of the city. [Code 2006 § 13-1-2. Ord. 2009-04, 4-14-2009; Ord. 2010-07 § 1, 4-13-2010; Res. 2010-08 § 3 Exh. B, 4-13-2010; Ord. 2010-14 § 1, 9-28-2010; Res. 2010-27 § 1 Exh. A, 9-28-2010; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014].

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

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13.15.020 Notice of sewer availability.

a. After completion of any extension of the city wastewater collection system, the finance director shall send a written “notice of sewer availability” to all affected property owners or their agents or lessees, as shown on the last assessment of the property, that the city wastewater system is available and that property owners must connect within 180 days. Such notice shall be given by certified mail to the property owner or agent or lessee, and by publishing the same notice, together with a description of the affected parcels, in not less than two issues of a newspaper of general circulation within the city. The times prescribed in this section shall run from the date of such notice. [Code 2006 § 13-5-3. Ord. 2010-14 § 1, 9-28-2010; Res. 2010-27 § 1 Exh. A, 9-28-2010; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014; Ord. 2021-07 § 1, 9-28-2021; Res. 2021-23 Exh. A, 9-28-2021].

b. Property owners may elect to enter into a deferred connection agreement for a period of no more than four (4) years. Deferment is subject to inspection of existing private sewage disposal systems by a licensed septage company at the sole expense of the property owner on an annual basis. Property owners in deferment shall submit inspection reports to the city for review. If inspection results indicate an improperly functioning private sewage disposal system, the property owner shall connect to the city wastewater collection system within 60 days from the date of the inspection. Upon completion of the four-year deferment, the property owner shall be required to connect to the city wastewater collection system within 180 days of the expiration of the deferment period. Failure to timely connect will result in fines for each day a the property owner does not connect to the city wastewater collection system.

1. A deferred connection agreement shall not apply to new construction when there is sewer availability, as defined in SCC 13.05.020, at the time of construction.

2. Deferred connection agreements are subject to approval by the city engineer or director.

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“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

13.15.030 Mandatory connection to city wastewater system once available.

A. Within 180 days from the date that the finance director provides notice of sewer availability as defined in SCC 13.05.020, or the end of the deferment period as defined in SCC 13.15.020 (b), as defined in SCC 13.05.020, a real property owner with building or water fixtures thereon shall make direct connection to the city wastewater system in accordance with the city design requirements, the adopted plumbing code, as amended, and all applicable state, county and city regulations.

~~B. If the sewer availability notice is given to a group of real property owners with private roads as the only access, the property owners shall either build and maintain the proper local wastewater collection system in accordance with the city design requirements or donate an easement at no cost to the city for access to the private roads so that the city will, at the city's expense, extend the city wastewater system to points adjacent to the individual real property.~~

~~C.B. Cluster Systems.~~

1. If the sewer availability notice is given to property owners that are both the users and owners of an existing collector cluster system, the city shall request that the property owners shall pay to the city an administrative processing fee, together with a fee to be set by the city manager to reimburse the city for the cost of inspecting the system. The administrative processing fee shall be \$5,000 beginning in September 2008 and increase no more than two percent annually thereafter over the previous year's fee beginning in August 2009. The applicable fee shall be stated within and approved as part of the annual city budget. The property owners shall provide to the city an acceptable set of as-built drawings of the system, copies of all applicable permits and copies of all records of inspection, maintenance, repair, expansion and improvement of the system. If the city is not provided with the administrative processing and inspection fees, or information regarding the system stated herein, the city may proceed to perform the required work and pursue any legal remedies on properties served by the existing system or upon the common disposal field as the city may deem appropriate.

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

2. If, upon inspection, it appears that the physical condition of the system does not meet the standards adopted by city council for sewer connection to the city's wastewater system, then it shall be the responsibility of the property owners to bring the system into compliance with such standards before the city will accept sewer connection to the city's wastewater system. If the system needs to be connected because it is necessary for public health or environmental reasons, then the city may proceed with such connection and assess the property owners using the system for the incurred cost or at the city's discretion treat the improvement as a city-initiated extension.

3. Once it is determined the cluster system meets city standards, the city shall allow the cluster system to be connected to the city wastewater system only after every property owner in that area has paid or made arrangements to pay the capacity fee pursuant to SCC [13.15.060](#) and the cluster system owners have presented to the city an acceptable written plan for responding to spills, overflows, blockages and damage to the cluster system.

DC. If a property owner fails to connect to the city wastewater system within the time limits set forth in subsection **(A)** of this section, the city shall assess a monthly environmental penalty charge for every month such property remains unconnected. This charge shall be equal to twice the current monthly service charge for the property in question and shall be due and payable monthly. The city may employ the procedures set forth in SCC [13.20.060](#) and [13.20.070](#) for collection of such environmental penalty charge if not paid when due and payable. Outstanding environmental penalties owed are not considered to be outstanding late charges for purposes of this section.

ED. Upon connection to the city wastewater system, any septic, STEP or alternate disposal system shall be pumped and abandoned and either removed or filled in at the owner's expense, in accordance with the city's adopted plumbing code, as may be amended from time to time, and all local and state laws, rules and regulations.

FE. Failure to abandon a septic or other alternate disposal system in accordance with subsection **(ED)** of this section shall constitute a public nuisance pursuant to SCC [8.10.020\(A\)](#). Pursuant to the provisions of SCC [1.15.010\(A\)](#), as amended or as may be amended from time to time, any person found guilty of violating this provision shall be guilty of a class 1 misdemeanor

“2024 Amendments to SCC Title 13, Public Services And Utilities, Division I Wastewater”

and, upon conviction thereof, shall be punished by a fine not to exceed \$2,500 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues is a separate offense punishable as set forth herein or by civil sanction.

GE. Single connections to the city sewer system serving two or more land parcels shall not be allowed prior to the city being presented with an acceptable written plan for responding to spills, overflows, blockages, pump failures and conveyance system damage by the owner of the private collection and conveyance system and demonstrating compliance with state regulations regarding private sewer systems. [Code 2006 § 13-5-4. Ord. 98-04, 3-11-1998; Ord. 2009-04, 4-14-2009; Ord. 2010-07 § 1, 4-13-2010; Res. 2010-08 § 3 Exh. B, 4-13-2010; Ord. 2010-14 § 1, 9-28-2010; Res. 2010-27 § 1 Exh. A, 9-28-2010; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014; Ord. 2021-07 § 1, 9-28-2021; Res. 2021-23 Exh. A, 9-28-2021].

13.15.040 Permits for service connections.

A. Before physical connection is made to the city wastewater system, a permit must be secured from and 48 hours' notice given to the city. The issuance of a permit is subject to sewer availability and approval of the city engineer as to the point and type of connection. The director shall be consulted as regards available capacity for treatment at the plant. Sewer connection permits shall run with the land and shall not be transferable from one parcel to another parcel or from property to property. All such connections shall be made and all such work done at the expense of the applicant. All connections shall be made under the supervision of the city, and no such connection shall be covered until the work has been inspected and approved by the city. The city engineer shall issue permits for connection. The director of wastewater shall issue a written finding of available collection and treatment plant capacity as necessary.

B. Connection to city sewer shall also be a grant of permission to conduct announced inspections of the connected premises to verify compliance with city requirements regarding sewer facilities, materials directed to the sewer system, and flows directed to the sewer system. Subject to approval of the city attorney or other legal authority, the city may conduct

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unannounced inspections based upon reasonable suspicion that prohibited activities related to the city sewer are taking place or being maintained or allowed to exist on the connected premises.

C. When the lowest drain fixture for a facility served by a gravity sewer lateral is less than ~~four-
twelve~~ inches higher than the nearest upstream manhole ~~cover elevation~~, a backwater ~~prevention device~~ ~~valve~~ shall be installed on the lateral on private property exterior to and downstream of the facility served by the lateral. A backwater ~~device~~ ~~valve~~ shall be installed on existing laterals by December 31, 2011, or when the lateral is replaced or repaired, whichever occurs first.

D. All gravity laterals shall have a clean out near the property or right-of-way line in a location approved by the city engineer. [The clean out must meet requirements of City of Sedona Revised Details 440-3 and 270.](#) The city may require that an on-site pressure system deliver flow to a city gravity main using a gravity sewer lateral.

E. All pressure systems shall have a backflow prevention device on private property between the force main and the facility served by the sewer lateral. This requirement shall be met by December 31, 2011, for all existing pressure systems and before connection and operation of new pressure systems connected thereafter.

F. Pretreatment devices shall be installed when required by city code.

G. Connection shall be made utilizing one sewer lateral per parcel of one acre or less. Properties over one acre in size may appeal to the city engineer for more than one lateral. A lateral may serve no more than one parcel. The city shall not be obligated to install a lateral if it is not extending a main wastewater collection pipe intended to serve more than one parcel. The city shall not be obligated to provide a lateral for a vacant parcel exceeding two acres in area. In cases in which the city is not obligated to install a sewer lateral, the property owner shall install the lateral and/or main to the city's main sewer line.

H. In cases where the city becomes aware of a sewer lateral not meeting these standards, the city may require that a lateral meeting these standards be installed and the old lateral abandoned. If the lateral was installed prior to July 2007 under a city-issued permit, then the

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city of Sedona shall bear the cost to replace the lateral between the city system and the portion of the connected facility closest to the connection to the city system, with the exception of backflow and backwater prevention devices, which remain a property owner responsibility. If the lateral was installed without a city-issued permit or after July 2007, the property owner shall bear the cost to replace the new lateral.

I. The city shall determine the point of connection to its system. The city is not required to allow connection to its system at a point other than it determines as appropriate, even if a property owner obtains an easement which might facilitate making connection to another location. Connections to sewer mains are to be located within the addressed street of a connecting facility, unless otherwise approved by the city engineer. [Code 2006 § 13-5-5. Ord. 98-18, 8-11-1998; Ord. 2009-04, 4-14-2009; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014; Ord. 2021-07 § 1, 9-28-2021; Res. 2021-23 Exh. A, 9-28-2021].

13.15.050 Property owner’s and user’s responsibility.

When a piece of property is connected to the city’s wastewater system, the property owner shall be responsible for the maintenance, operation, repair and replacement of all pretreatment devices, flow measurement devices, backwater valves, backflow prevention devices, conveyance lines, lift pumps, septic tanks or alternate wastewater treatment systems located on the property. The owner shall also remove any connections between the storm water drainage system and the wastewater system.

A. Where, prior to the amendment of the wastewater code on March 11, 1998, there exists a STEP or SDG system already connected to the city wastewater system, or a STEP or SDG system has been already approved by the city in writing to be connected to the city wastewater system, the property owner, lessee or user of the city wastewater system, at his or her own expense, shall be responsible for pumping septage or wastewater from his or her property as required, and for cleaning, unstuffing, maintaining and repairing the conveyance sewer from the building or residence up to and including the connection to the city wastewater system in the public right-of-way or utility easement (collectively referred to herein as on-site system maintenance). If, from time to time, the city wastewater system is modified so as to eliminate

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the need for a STEP or SDG system, the property owner shall comply with SCC [13.15.030\(DE\)](#), as may be amended from time to time. Nothing herein shall require the city to provide or be responsible for on-site system maintenance for any STEP or SDG system, unless expressly agreed to by contract or other agreement.

B. Where there exists a cluster system connected to the city’s wastewater system, the individual property owners are responsible as stated in subsection [\(A\)](#) of this section. If an easement is granted on private roads as the only access and the existing sewer lines comply with the city design requirements and are considered acceptable for donation, the city may, at its discretion, accept responsibility for the sewer lines as designated main sewer lines on the city’s wastewater system. If an easement is granted for access to existing lift or pump stations that are or have been brought into compliance with city standards of operation and are considered acceptable for donation, the city may, at its discretion, accept responsibility for the stations as part of the city’s wastewater system.

C. Where a cluster system that is to be connected to the city wastewater system is a septic effluent wastewater system (referred to herein as a cluster system), the city, in its discretion, may allow septic tanks to remain as an integral component of that system until such time as the cluster system is converted to a raw wastewater collection system. At the time of such conversion to a raw wastewater collection system, all septic tanks in the cluster system shall be pumped and abandoned and either removed or filled in, all at the owner’s expense, in accordance with the city’s adopted plumbing code, as may be amended from time to time, and all local and state laws, rules and regulations.

D. The property owner shall be responsible to install and maintain in proper operation all backwater valves and backflow prevention devices. The property owner shall be responsible for the consequences of not providing and not maintaining these devices as required by this code.

E. The property owner shall be responsible to install and maintain in proper operation pretreatment devices. The property owner shall be responsible to maintain records demonstrating the periodic cleaning and proper disposal of material collected by such devices.

F. The portions of a sewer lateral located on private property shall be removed if the facility to which it is connected is removed. The property owner may request and the city engineer may

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approve an exemption from this requirement, provided the sewer lateral or portions thereof will be reused for wastewater disposal within one year or less. The property owner shall, if an exemption is granted, commit in writing to restore use or remove the portions of the sewer lateral within one year. If the commitment is not kept, the city may enter the property to remove the portions of the lateral and cap the lateral, and seek all legal remedies for reimbursement of its costs.

G. The owner shall be responsible to contact the director prior to performing work between the sewer clean out and the city sewer main or within the city right-of-way or easement. The owner shall be responsible to notify the director should it appear that a problem with the sewer system between the facility and the sewer clean out or right-of-way or easement is due to improper operation of the city sewer system.

H. The city shall not be responsible for costs or impacts due to the owner's failure to perform owner's responsibilities. The city shall not be responsible for work that may occur between the sewer clean out and the city sewer main or within the city right-of-way or easement, if the city has not granted permission for such work prior to it proceeding. If work is performed without prior permission between the sewer clean out and the city sewer main or within the city right-of-way or easement the city may hold the individual or entity performing the work responsible for any damages or repair work resulting from such work.

I. The property owner shall be responsible for making sure that the allowable capacity for a parcel or nonresidential development is not exceeded. The allowable capacity is the sewer capacity, in terms of WSFUs (water supply fixture units) for which sewer permits have been issued. No owner shall make or maintain nonresidential uses that would require WSFUs in excess of the allowable capacity. If the city determines that an owner's sewer connections exceed the allowable capacity, then upon notice by the city, the owner must make the necessary modifications to ensure that the development configuration of the property does not exceed the allowable capacity.

J. Owners shall provide all requested information concerning the water supply fixtures upon any change of ownership, remodel or change of billing address. The city may require that continuing owners of such facilities provide current requested information to the city regarding

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the water supply fixture count. [Code 2006 § 13-5-6. Ord. 98-04, 3-11-1998; Ord. 2009-04, 4-14-2009; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014; Ord. 2021-07 § 1, 9-28-2021; Res. 2021-23 Exh. A, 9-28-2021].

K. Owners shall install a clean out at the property line, if one does not already exist, upon any remodel or addition to the property. The clean out must meet requirements of City of Sedona Revised Details 440-3 and 270. If a clean out does exist but does not meet the requirements of City of Sedona Revised Details 440-3 and 270, the property owner shall replace the existing clean out with a clean out meeting the requirements of the revised details.

J. Owners shall install a backwater valve on the lateral on private property exterior to and downstream of the facility served by the lateral, if one does not already exist and conditions meet the requirements of SCC 13.50.040(C), upon any remodel or addition to the property.

...

13.20.020 Calculation of monthly service charge amount.

A. The charge for each connection shall be the number of ERUs assessed to that connection times the basic rate for one ERU as set forth in the rate table adopted by the city council and as amended from time to time. In no case shall a charge be less than minimums established by ordinance of the city council.

B. Commercial users, other than hotels and restaurants, will be allowed to install, at their own expense, an appropriate device to aid in determining sewage flows. When installed, this device may be used, at the discretion of the city engineer, to determine the flow of sewage for that user, and may be the basis for the billing charge. Flows will be calculated using the average monthly flow over a consecutive 12-month period. The use of flow based billing for commercial accounts shall not reduce the load BOD and TSS load determined by the unreduced flow used in the adopted rate schedule, unless a reduction in these loads has also been demonstrated. For purposes of determining BOD and TSS loads Tables 15 through 19 in the city of Sedona

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2013 Wastewater System Rate Study provided by Hoag Consulting, LLC January 17, 2014 shall be used, when the table addresses the use category for which a rate modification is being requested. After the initial adjustment, in order to continue to use flow based rates the city must receive by May 1st 12 months of flow information. The 12 months shall be measured from January 1st to December 31st. The city reserves the right to require that owners using flow based rates sign a release allowing the city to receive relevant billing information directly from their water provider or in the alternative to require that the owners provide the flow information in the required form directly to the city. The monthly charge beginning in July and continuing to June 30th following shall be based upon the average monthly flow for the 12 months of flow. Reversion from a flow based charge to a square footage charge for the monthly charge shall only be allowed one year after the written request for reversion.

Flow based billing shall be determined based on a fixed charge per account plus an amount per unit of flow as determined in a fee schedule adopted by council for each category of use for which flow based billing may be used.

C. For built properties that may be vacant or unoccupied and have sewer availability, the city will charge the minimum monthly service charge rate as adopted by the city council. For vacant unimproved land that has sewer availability, the city will charge a “capacity standby charge” that is designed to recoup the city’s costs for maintenance and depreciation on wastewater facilities. The amount of this charge shall be set forth in the rate tables adopted by the city from time to time in accordance with the procedure set forth in SCC [13.20.010](#).

D. Restaurants and hotels shall be billed using either a square footage determined per SCC [13.15.060\(B\)\(6\)13.20.020\(D\)\(1\)](#), room, or water based charge after June 30, 2015. ~~Prior to July 1, 2015, restaurants may be billed using a per seat charge.~~ Restaurants not having 12 months of water use history shall use a square footage basis for monthly charges after June 30, 2015. Restaurants not having a water based charge shall allow the city to measure their square footage to determine the appropriate charge or in the absence of such allowance the city may use 80 percent of the building floor area using the exterior area of the building, plus any outside dining area, to determine the monthly rate. Change from a flow based charge to a square footage charge for the monthly charge shall only be allowed one year after the written request for reversion, ~~unless one year of water use history is available for the restaurant under~~

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current ownership. Hotels offering only food processed off the hotel site for their guests using only disposable serving plates, cups, and utensils are not classified as having a restaurant for purposes of monthly service billings.

1. For restaurants, area-based calculations shall not include kitchen, area behind a bar, office, and walled storage areas, except in the case of take-out restaurants, in which case the kitchen area shall be included in the calculation. Hallways leading only to kitchens, office, and storage areas shall be counted as part of the excluded area for fee determination. A restaurant shall be considered a take-out restaurant if the city engineer determines it has a drive-up window or the restaurant design or type is such that more than 30 percent of its business based on food sales revenue is anticipated to be take-out. The calculated area for capacity fee purposes shall include but not be limited to waiting areas, food serving areas, and dining areas. Restaurant areas are associated with other uses separately determined and food preparation area shall not be excluded. The city engineer shall make the final determination of chargeable area.

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E. Information for water usage based charges shall be presented by May 1st of each year for the prior 12-month period ending December of the prior year. The new usage based rate will be effective July 1st for the following 12-month period. To qualify for a water usage based charge, the customer must have an independent, dedicated (unshared) water service metering system. Customers who do not have a full 12-month calendar year of metered water usage may provide the most current 12-month period, at the discretion of the finance director. The city reserves the right to utilize an area based calculation to determine monthly charges if timely provided water usage information is unavailable or incomplete. If the city is unable to obtain complete water usage information from directly from the water providers, the burden to provide complete and accurate water usage information is on the customer.

F. In case of change of ownership for an account having flow based charges the new owner shall continue to pay the monthly flow based charge previously determined for the commercial account prior to change in ownership. In the case of closure of an account the owner shall be responsible to pay the flow based charge until June 30th next.

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G. After July 1, 2015, in the case of a restaurant, or hotel, when the city has not been provided 12 months of flow information the square footage or per room charge may be used until 12 months of flow information is provided to the city. The 12 months of flow information shall be the basis for monthly charges until July 1st of the next year.

H. Between July 1, 2014, and June 30, 2015, any restaurant or hotel may provide 12 months of flow information to establish flow based charges. The charges shall be based on the average of the 12 months of flow and shall be subject to revision after June 30, 2015, so that annual modifications in the monthly charge will be effective on July 1st of each year. The city reserves the right to require that owners using flow based rates sign a release allowing the city to receive relevant billing information directly from their water provider or in the alternative to require that the owners provide the flow information in the required form directly to the city.

I. When rates are based on measures other than flow volume or area the director of finance may request that an annual statement of units be provided to the city by May 1st of each year. The time frame covered by the statement of units shall be for a period of one year and may consist of a month by month statement of the number of units so that it may be determined if a maximum value of units or an average number of units per month is the appropriate measure on which to base the monthly rate.

J. The city or property owner may question the completeness or accuracy of the information used to calculate charges. The city engineer and director of finance shall determine such questions and provide the correct unit upon which charges are to be determined. The determination shall be subject to review by the wastewater hearing officer according to the procedures in SCC [13.15.080\(B\)](#) through (C)(4)(b). The hearing officer shall make a determination which shall be binding to the extent it complies with the reference procedures. Written notice of the hearing officer determination shall be sent within 15 days of the hearing to the city engineer, the director of finance, and the property owner. [Code 2006 § 13-6-2. Ord. 2009-04, 4-14-2009; Ord. 2010-07 § 1, 4-13-2010; Res. 2010-08 § 3 Exh. B, 4-13-2010; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014].

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13.30.030 Acceptance of septage.

A. The city has no obligation to accept septage pumped from without the city limits for treatment and disposal. In the event there is sufficient treatment and disposal capacity in the city wastewater system, the city may enter into agreements to accept septage pumped from without the city limits, and charge fees for the acceptance, treatment and disposal of such septage as may be established by the city manager. Septage transported into the city shall be considered as septage outside the city, even if discharged to a septage receiving facility within the city.

B. The city ~~will may~~ accept, ~~but is not obligated to accept~~, septage pumped from within the city limits ~~for treatment and disposal~~, as may be authorized under state and local regulation, the permits for the city wastewater system and any federal or state consent order or judgment. The city council shall establish and charge fees for the acceptance, handling, treatment and disposal of such septage commensurate with the costs to the city, including administrative costs. [Code 2006 § 13-8-3. Ord. 2009-04, 4-14-2009; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014].

...

13.40.020 Requirements.

A. It shall be the responsibility of any facility connected to the city wastewater facility to provide pretreatment of the wastes discharged to the city wastewater system so that the influent complies with the requirements of Chapter [13.25](#) SCC. The owner of each facility connected to the city wastewater system shall provide, install, maintain in good operation, repair and replace, at his or her own expense, such pretreatment as may be necessary to reduce objectionable characteristics or constituents to within the maximum limits provided for

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in this code. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the director and city engineer. No construction of such facilities shall be commenced until the director's or city engineer's approval has been obtained in writing. The completed facilities shall not be placed in service until they have been inspected for conformance to the approved plans and the final construction approved by the city engineer. The approval of the plans and inspection of construction shall not relieve the owner from complying with discharge limitations set forth in this division.

B. Where installed, all pretreatment devices and systems shall be maintained by the owner, at his or her expense, in continuously efficient operation at all times.

C. Materials removed by pretreatment devices or processes shall be disposed of in accordance with all state and local regulations, at the expense of the owner. The city has no obligation to accept pretreatment wastes from within or without the city limits for handling and disposal. Pretreatment wastes from within the city may, however, be accepted by the city in accordance with policy approved by the city council and for fees set by the city manager commensurate with all city expenses for the handling and disposal of such wastes, including the city's administrative costs.

D. As a minimum pretreatment requirement, grease, oil or sand interceptors shall be provided by food preparation or food handling facilities, laundries, restaurants, service stations, auto repair shops, car washes and other facilities that have the potential to discharge high levels of grease, oil or solids. An exemption to this requirement may be granted when it can be shown (and the owner of a facility sets forth in a recorded document) the specific activities that will be conducted on the site that will not produce wastewater containing oils, greases, or fats.

E. No residential garage floor drain shall be connected to the city wastewater system.

F. It shall be the responsibility of the owner and operator of any facility to provide regular maintenance of any grease, oil, or sand filter to include but not limited to the cleaning of their grease traps and interceptors at least once every six months, or at a frequency determined by the director or director's designee based on inspection, observations of operating conditions, and/or analytical test data. Should current maintenance practices prove ineffective by evidence

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of analytical test data or reoccurring maintenance problems within the city's wastewater collection system, an alternative method of maintenance shall be required by the city.

G. All interceptors, traps, and separators shall be of a type and capacity approved by the engineer and shall be located as to be readily and easily accessible for cleaning and for inspection by the director or the director's designee. In no case shall the type or capacity be less than that specified in the city plumbing code.

H. Grease and oil interceptors and separators shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers. When bolted covers are required, they shall be gastight and watertight. [Code 2006 § 13-10-2. Ord. 2009-04, 4-14-2009; amended during 2012 codification; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014].

13.40.030 Monitoring manholes.

A. When required by the director, the owner of any property served by a building sewer carrying potentially harmful or industrial wastes shall install a suitable monitoring manhole in the building sewer to facilitate observation, measurement and sampling of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the city engineer. The manhole shall be installed by the owner at his or her expense and shall be maintained by him or her so as to be safe and accessible at all times.

B. All food preparation and food handling facilities, and other grease and oil generators connected to the wastewater system, shall install a grease trap or grease interceptor consistent with the provisions of the city-adopted plumbing code. The city engineer or designee shall review the design and installation of food preparation and handling facility grease traps and grease interceptors. The design and installation of such traps and interceptors shall conform to all applicable statutes, codes, ordinances, regulations and laws. Any food preparation or food handling facility responsible for the discharge of grease trap or interceptor wastewater must

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provide and maintain traps or interceptors in an effective operating condition at all times at its own expense.

C. It shall be the responsibility of the owner and operator of any facility required to have interceptors, traps, and separators to provide regular maintenance to include but not limited to the cleaning at least once every six months, or at a frequency determined by the director or director's designee based on inspection, observations of operating conditions, and/or analytical test data. Should current maintenance practices prove ineffective by evidence of analytical test data or reoccurring maintenance problems within the city's wastewater collection system, an alternative method of maintenance shall be required by the city.

D. A food preparation or food handling facility with a seating capacity of up to 100 persons shall install a grease interceptor with a minimum 1,000-gallon holding capacity and provide proper and accessible inspection points for sampling discharge from interceptor. Owners of facilities exceeding the aforementioned seating capacity may require larger interceptors or traps and shall contact the city to determine the appropriate size required.

E. Authorized employees of the city, bearing proper credentials and identification, shall be permitted to enter any food preparation or food handling facility and grease receiving or treatment facility for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter.

F. Discharge into a grease trap or interceptor shall not exceed 145 degrees Fahrenheit, and the temperature of the liquid leaving the grease trap shall be in compliance with SCC [13.25.030\(H\)](#).

G. No enzymes or emulsifiers shall be discharged into a grease trap or interceptor.

H. It will be the responsibility of all food preparation and food handling facilities, and other grease and oil generators connected to the wastewater system, to comply with the requirements of SCC [13.40.020](#) by January 1, 2010. [Code 2006 § 13-10-3. Ord. 2009-04, 4-14-2009; Ord. 2014-06 § 1, 5-27-2014; Res. 2014-10 Exh. A, 5-27-2014].

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**CITY COUNCIL
AGENDA BILL**

**AB 3097
October 8, 2024
Regular Business**

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible action regarding an Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic), Section 10.15.040 (Speed Limits); and the voluntary agreement with local OHV rental companies and the improper motor vehicle equipment ordinance. (Second Meeting)

Department	City Attorney
Time to Present	5 mins.
Total Time for Item	60 mins.
Other Council Meetings	May 23, 2023; April 11, 2023, August 22, 2023, April 9, 2024, September 10, 2024
Exhibits	A. Speed Limit Ordinance B. OHV Petition C. Motor Vehicle Equipment Ordinance

Finance Approval	Reviewed 9/23/24 BGW	
City Attorney Approval	Reviewed 9/23/24 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Adopt the Ordinance to give the city the legal authority to adjust the speed limit by resolution in the future. ABS 9/25/24	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background:

In February 2023, the City was made aware of serious safety issues with the widespread practice of Not for Highway Service (NHS) tires being mislabeled and marketed as compliant with Federal Motor Vehicle Safety Standards (FMVSS).

Additional safety concerns have arisen from information published by the major OHV, UTV, and ATV (collectively called "OHVs") manufacturers (Can-Am, Honda, Kawasaki, Polaris, Yamaha, etc.). The owners' manuals and/or certificates of origin on OHVs clearly state that they should never be used and/or that it is hazardous to operate them on paved or public roads. Some even state they are not to be registered for on-road use. OHVs do not have standard FMVSS safety equipment designed to keep passengers safe like: airbags, anti-lock brakes,

crumple zones, stability control, and bumpers. Safety testing of OHVs, UTVs, and ATVs is generally completed on dirt roads using NHS tires and not on paved roads or with DOT approved tires.

Additionally, there have been four rollover OHV accidents within City limits in the past 3 years.

The major OHV manufacturers sponsor and are members of the Specialty Vehicle Institute of America (SVIA for ATVs) and Recreational Off-Highway Vehicle Association (ROHVA for OHVs/UTVs). ROHVA is an American National Standards Institute accredited not-for-profit trade association that develops equipment, configuration, and performance standards for off-highway vehicles. It was formed to promote the safe and responsible use of off-highway vehicles.

ROHVA's position is that OHVs and UTVs "are designed, manufactured and sold for off-highway use only." ROHVA supports efforts to limit on-road use of OHVs.

On August 22, 2023, by majority consensus, Council directed staff to continue with the consideration of the commitment letter from the OHV businesses and to continue working on the OHV ordinance language. A copy of the OHV Rental Companies commitments is attached as Exhibit B.

This is the sixth public meeting on this issue of OHV safety.

OHV Speed Limit Ordinance:

On June 21, 2024, the City Council received a petition signed by 43 homeowners living in the Broken Arrow neighborhood supporting a request for a 15mph OHV speed limit on Morgan Road. Council requested that the petition be discussed at a future meeting date.

A draft ordinance is attached as **Exhibit A**. In the interest of public health and safety, the draft ordinance establishes a 15mph OHV speed limit on any City-owned road established by City Council by resolution.

This is the second public meeting on the proposed 15mph OHV speed limit. Pursuant to SCC 2.25.040 two meetings are required to be held before Council can adopt the proposed OHV speed limit.

Voluntary Agreement:

City Council has to date followed a voluntary agreement (**Exhibit B**) proposed by the local OHV rental companies to reduce the City's and resident's safety concerns. Some of the elements of the voluntary agreement include:

1. OHV rental companies would install the following safety equipment on their OHV fleets:
 - a. Turn signal indicators
 - b. Vehicle speed governors
 - c. Safety flags
 - d. GPS monitors
 - e. Quieter mufflers
2. OHV rental companies will support limits, guided tours, and permitting on local off-road trails.

3. OHV rental companies will continue to educate each customer on environmental and safety issues with OHVs, including on paved/public roads.
4. OHV rental companies will work with GSRC, RROCC and USFS with trail maintenance, signage, and correcting damaging OHV behavioral trends among all OHV users.

At the September 12, 2023 Council meeting, Council moved to defer consideration of the OHV Ordinance until April 9, 2024 in order to allow the OHV rental companies to work on the voluntary commitments. The OHV rental companies met with the City on November 9, 2023, February 7, 2024, and April 3, 2024 to discuss compliance with the voluntary commitment. An additional update was given to City Council on April 9, 2024.

Improper Vehicle Equipment Ordinance:

The proposed ordinance is attached as **Exhibit C**. This has been tabled while Council has explored other options. Based on the safety concerns and others outlined in previous Council meetings, the ordinance would make it unlawful to drive, on local public roads within the City of Sedona a motor vehicle that is unsafe, does not have proper safety equipment, including in violation of FMVSS, or that is not approved by the manufacturer to be operated on paved or public roads. It further declares the City's public roads to be closed to OHVs.

The first violation would result in a warning or repair order. Failure to repair the equipment violation or a second violation would result in a civil fine not to exceed \$500. A third or subsequent violation of the ordinance would be a Class 1 Misdemeanor.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

Move to: Second Meeting on OHV Speed Limit.

approve an Ordinance No. 2024-__ amending the Sedona City Code Title 10 (Vehicles and Traffic) by adding Chapter 10.30 (Improper Motor Vehicle Equipment).

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED “OCTOBER 2024 AMENDMENTS TO SEDONA CITY CODE SECTION 10.15.040 SPEED LIMITS” AS A PUBLIC RECORD, ADOPTING THE SAME BY REFERENCE, AND AMENDING THE SEDONA CITY CODE AS SET FORTH THEREIN; PROVIDING FOR PENALTIES, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, adhering to Federal and State speed and safety regulations related to motor vehicles reduces the chances of serious injury and death; and

WHEREAS, Utility Terrain Vehicles (“UTV”), All-Terrain Vehicles (“ATV”), Off-Highway Vehicles (“OHV”), collectively called “OHVs,” are designed, tested, and manufactured solely for off-road use on non-paved surfaces partly because OHVs are equipped with high centers of gravity and tires that have large ridges on them, making them ill-suited for turning and traction on asphalt surfaces; and

WHEREAS, the Consumer Product Safety Commission recommends persons never ride OHVs on public or paved roads; and

WHEREAS, the National Highway Traffic Safety Administration (“NHTSA”) has said, “The use on public roads of off-road vehicles and tires that do not meet the Federal Motor Vehicle Safety Standards (“FMVSS”) places occupants and other road users at a greater risk of harm”; and

WHEREAS, the United States Department of Transportation (“DOT”) has said, “We share [the City of Sedona’s] concern about the operation of off-road vehicles on public roads. NHTSA has developed various FMVSS over the years through research and testing to establish minimum safety standards for vehicles and equipment intended for use on public roads. The use of off-road vehicles and tires on public roads, which do not meet those minimum safety standards, places the occupants and other road users at a greater risk of crashes and injury or death in a crash”; and

WHEREAS, all manufacturers of OHVs are sponsors and members of the Recreational Off-Highway Vehicle Association (“ROHVA”) and the Specialty Vehicle Institute of America (“SVIA”), and both ROHVA and SVIA urge that on-highway use of OHVs be prohibited and that law enforcement efforts be strengthened to eliminate the dangerous practice of on road use and sponsor model legislation that prohibits OHV use on any public street, road, or highway and as recently as March 2023 ROHVA and SVIA lobbied the Oregon legislature in opposition to making OHVs street legal; and

WHEREAS, all manufacturers of OHVs state that OHVs should not be driven and/or that OHVs are unsafe to be driven on paved and/or public roads; and

WHEREAS, the ADOT MVD Off-Highway Vehicle Decal Application requires owners of OHVs to certify under penalty of perjury that the OHV “has been modified to meet all applicable safety and equipment requirements of Arizona Revised Statutes Title 28,

Chapter 3, Article 16, **as well as all...other federal requirements**" (emphasis added); and further includes the applicant's acknowledgement that "I understand that I may receive traffic tickets and court fines if local ordinances prohibit operation of this vehicle"; and

WHEREAS, OHVs lack numerous standard FMVSS required for on road motor vehicle use including: airbags, stability control, crumple zones, rear bumpers, and DOT approved tires; and

WHEREAS, every year tire failure causes approximately 11,000 vehicle crashes and 200 deaths nationwide and adhering to DOT tire regulations reduces the chance of tire failure, and according to NHTSA, in 2020 there were 664 traffic fatalities in tire-related crashes; and

WHEREAS, only DOT approved tires are safe to be used in highway service; and

WHEREAS, NHTSA Interpretation 1985-04.16 explains and FMVSS Standard 109 requires that all motor vehicles manufactured after 1948 have DOT approved tires for on road use; and

WHEREAS, OHVs are equipped with Not for Highway Service (NHS) tires and no OHV tires are currently DOT approved for highway or on street use (see NHTSA June 3, 2022 letter re: Improper Certification of UTV/ATV Tires to FMVSS; U.S. Tire Manufacturers Tire Information Service Bulletin TISB 07); and

WHEREAS, visitors to the City rent OHVs to be driven on paved public roads largely unaware of the foregoing safety concerns; and

WHEREAS, statewide, several OHV rental companies have gone out of business because their rental OHVs were wrecked faster than the OHVs could be repaired (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, Sedona has experienced 710 motor vehicle accidents between 2017 and 2021, resulting in 150 injuries and 5 fatalities; and

WHEREAS, in the past three years, there have been four rollover OHV accidents within City limits and in 2021, statewide there were 187 OHVs involved in accidents with 16 fatalities in 2021 resulting in a 8.55% fatality rate; and

WHEREAS, OHVs are the third leading cause of injury in children in Arizona (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, plaintiffs routinely make claims against the City of Sedona for allowing or maintaining unsafe highway or road conditions; and

WHEREAS, traffic accidents and traffic congestion are a serious concern in the City and the City spends millions of dollars annually to improve traffic safety and congestion and requiring safe motor vehicles on paved public roads will further improve safety; and

WHEREAS, A.R.S. §28-626(B)(3) delegates motor vehicle safety enforcement to municipalities stating that municipalities “*shall* adopt ordinances or regulations relating to the control and movement of traffic...” (emphasis added); and

WHEREAS, the City finds that driving OHVs on paved or public roads in contravention to their design and the manufacturer recommendation constitutes reckless disregard for the safety of persons and property pursuant to A.R.S. §28-1174(A)(1); and

WHEREAS, there has been an increase in motorized tourism in the City of Sedona which has resulted in an increase in noise impacts to City residents and visitors; and

WHEREAS, several popular OHV trails are accessed through residential neighborhoods in the City which increases the noise impacts on residents and visitors; and

WHEREAS, numerous studies have found noise pollution increases stress, anxiety, depression, high blood pressure, and heart disease and disturbs sleep which is essential to good health; and

WHEREAS, World Health Organization’s (WHO) guidelines for community noise recommend less than 30 decibels in bedrooms at night for good quality sleep and in the state of Arizona OHVs are permitted to operate at 96 decibels; and

WHEREAS, a reduction in speed limit makes the streets quieter and safer per numerous studies; and

WHEREAS, other federal, state, and local government entities have adopted reduced OHV speed limits for the health and safety of the public; and

WHEREAS, the Sedona City Council adopts all of the foregoing as part of its engineering and traffic investigation; and

WHEREAS, the City deems it necessary to adopt certain OHV speed limits to protect the health, safety, and welfare of the City residents and travelling public.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. That certain document titled the “October 2024 Amendments to Sedona City Code Section 10.15.040 Speed Limits” (“Speed Limit Amendment”), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-701, on file in the office of the City Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the City Clerk.

Section 3. Sedona City Code Section 10.15.040 is hereby amended as set forth in the Speed Limit Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the Speed Limit Amendment adopted herein is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

Section 6. Penalties: Any violation of or failure or refusal to do or perform any act required by the provisions of this ordinance or of the Sedona City Code as amended herein shall constitute a civil traffic violation and be subject to the provisions of Sedona City Code Section 1.15.010.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 8. Repeal. All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

Section 9. Effective Date. The effective date of this Ordinance shall be 30 days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this _____ day of _____, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

“October 2024 Amendments to Sedona City Code Section 10.15.040 Speed Limits”

Eliminated language in strikeout format and new language in **red** format:

Chapter 10.15 TRAFFIC CONTROL

10.15.040 Speed limits.

A. Pursuant to the provisions of A.R.S. Sections [28-627](#) and [28-703](#), the established speed on all roads and streets and other areas accommodating motor vehicular traffic within the confines and boundaries of the city shall be 25 miles per hour unless otherwise posted. This section shall not apply to the regulation of any speed of traffic upon any state or federal highway. [Code 2006 § 11-3-4].

B. Pursuant to the provisions of A.R.S. Sections [28-627](#) and [28-703](#), the established speed on all roads and streets for all-terrain vehicles and off-highway vehicles shall be 15 miles per hour where adopted by City Council by resolution and where posted by appropriate signs. This section shall not apply to the regulation of any speed of all-terrain vehicles or off-highway vehicles upon any state or federal highway.

Morgan Road Speed Limit Reduction for OHVs-Petition Signers

Date	First Name	Last Name	Street Address	Comments on the Petition (Optional)
6/20/2024	Diana	Vangellow	[REDACTED]	Strongly support this initiative.
6/18/2024	Ya-Fang	Kuo	[REDACTED]	
6/18/2024	Jennifer	Raddatz	[REDACTED]	
6/17/2024	Vidor	Friedman	[REDACTED]	
6/17/2024	Michael	Smith	[REDACTED]	
6/17/2024	Debra	Reed	[REDACTED]	
6/17/2024	Mike	Reed	[REDACTED]	
6/17/2024	James	Kaufmann	[REDACTED]	
6/17/2024	Candace	delaney	[REDACTED]	How will the speed limit be enforced?
6/17/2024	Cassandra	Smith	[REDACTED]	
6/17/2024	Jack	Montgomery	[REDACTED]	
6/16/2024	Gary	Glenn	[REDACTED]	
6/16/2024	Jennifer	Tanner	[REDACTED]	
6/14/2024	john	duchnowski	[REDACTED]	
6/14/2024	Kathryn	Myers	[REDACTED]	
6/14/2024	Dale	Ross	[REDACTED]	
6/13/2024	Karen	Cutler	[REDACTED]	
6/13/2024	Diana	Bernstein	[REDACTED]	Find another way to get to the trail head.
6/13/2024	Karen	Wanderman	[REDACTED]	
6/13/2024	Vincent	Bilotta	[REDACTED]	Morgan Rd is the only access for motor vehicles to a very busy off road trail network in Sedona . The road has blind curves , is too narrow and has many local and tourist pedestrians . For the safety of these people either widen road or build a sidewalk to accommodate these people trying to access the "people's forest". These pedestrians have just as much of a right to safely access the trails as these OHV warriors who have been provided a paved , obstacle free Morgan roadway . Actually the only obstacles they encounter are men , women and children but these are easily scattered aside by these off road entertainment vehicles traveling far too fast for such a small residential road. I encourage the powers that be to bring their grandchildren for a stroll on this road from 9 am til 4 pm on the weekends and holidays and see what these individuals encounter.
6/12/2024	Edward	Cutler	[REDACTED]	
6/12/2024	Joe	Reddington	[REDACTED]	
6/12/2024	Judy	Reddington	[REDACTED]	
6/12/2024	Jesse	Franco	[REDACTED]	
6/12/2024	Karen	Farmer	[REDACTED]	
6/12/2024	Andrea	Smith	[REDACTED]	
6/12/2024	Warren	BUTT	[REDACTED]	
6/12/2024	Patricia	Ellis	[REDACTED]	
6/12/2024	William	Heath	[REDACTED]	
6/12/2024	Larry	Dreyfuss	[REDACTED]	
6/12/2024	Carol	Dreyfuss	[REDACTED]	
6/12/2024	Carl	Jackson	[REDACTED]	UTVs are by far the loudest vehicles, and I hear them go by all day long, every day, from inside my home. Even if only a portion of them abide by the lower speed limit it will help reduce the noise that impacts residents.
6/12/2024	Jodi	Sansone	[REDACTED]	I support this as well as a complete ban of OHVs on our local streets.
6/12/2024	Willie	Ellis	[REDACTED]	
6/12/2024	Aashish	Malaviya	[REDACTED]	
6/12/2024	Daniel	Monroe	[REDACTED]	Between on here and ALL trails, I wouldn't mind seeing a limited # of non-resident users as well...
6/12/2024	Shaeri	Richards	[REDACTED]	I support the lowering of the speed limit for ATV/ UTV's ONLY.
6/12/2024	MICHAEL	DADDEO	[REDACTED]	
6/12/2024	Hilary	Wandmayer	[REDACTED]	Great idea!
6/12/2024	Gary	Linden	[REDACTED]	
6/12/2024	JERRY	HARTLEBEN	[REDACTED]	
6/11/2024	CHRISTINE	ADAMS	[REDACTED]	
6/10/2024	Robert	Adams	[REDACTED]	

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ADOPTING AN AMENDMENT TO THE CITY CODE TITLE 10 (VEHICLES AND TRAFFIC) BY ADDING CHAPTER 10.30 (IMPROPER MOTOR VEHICLE EQUIPMENT); PROVIDING FOR PENALTIES, SEVERABILITY, AND FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, adhering to Federal and State safety regulations related to motor vehicles reduces the chances of serious injury and death; and

WHEREAS, Utility Terrain Vehicles (“UTV”), All-Terrain Vehicles (“ATV”), Off-Highway Vehicles (“OHV”), collectively called “OHVs,” are designed, tested, and manufactured solely for off-road use on non-paved surfaces partly because OHVs are equipped with high centers of gravity and tires that have large ridges on them, making them ill-suited for turning and traction on asphalt surfaces; and

WHEREAS, the Consumer Product Safety Commission recommends persons never ride OHVs on public or paved roads; and

WHEREAS, the National Highway Traffic Safety Administration (“NHTSA”) has said, “The use on public roads of off-road vehicles and tires that do not meet the Federal Motor Vehicle Safety Standards (“FMVSS”) places occupants and other road users at a greater risk of harm”; and

WHEREAS, the United States Department of Transportation (“DOT”) has said, “We share [the City of Sedona’s] concern about the operation of off-road vehicles on public roads. NHTSA has developed various FMVSS over the years through research and testing to establish minimum safety standards for vehicles and equipment intended for use on public roads. The use of off-road vehicles and tires on public roads, which do not meet those minimum safety standards, places the occupants and other road users at a greater risk of crashes and injury or death in a crash”; and

WHEREAS, all manufacturers of OHVs are sponsors and members of the Recreational Off-Highway Vehicle Association (“ROHVA”) and the Specialty Vehicle Institute of America (“SVIA”), and both ROHVA and SVIA urge that on-highway use of OHVs be prohibited and that law enforcement efforts be strengthened to eliminate the dangerous practice of on road use and sponsor model legislation that prohibits OHV use on any public street, road, or highway and as recently as March 2023 ROHVA and SVIA lobbied the Oregon legislature in opposition to making OHVs street legal; and

WHEREAS, all manufacturers of OHVs state that OHVs should not be driven and/or that OHVs are unsafe to be driven on paved and/or public roads; and

WHEREAS, the ADOT MVD Off-Highway Vehicle Decal Application requires owners of OHVs to certify under penalty of perjury that the OHV “has been modified to meet all applicable safety and equipment requirements of Arizona Revised Statutes Title 28, Chapter 3, Article 16, **as well as all...other federal requirements**” (emphasis added); and further includes the applicant’s acknowledgement that “I understand that I may receive traffic tickets and court fines if local ordinances prohibit operation of this vehicle”; and

WHEREAS, OHVs lack numerous standard FMVSS required for on road motor vehicle use including: airbags, stability control, crumple zones, rear bumpers, and DOT approved tires; and

WHEREAS, every year tire failure causes approximately 11,000 vehicle crashes and 200 deaths nationwide and adhering to DOT tire regulations reduces the chance of tire failure, and according to NHTSA, in 2020 there were 664 traffic fatalities in tire-related crashes; and

WHEREAS, only DOT approved tires are safe to be used in highway service; and

WHEREAS, NHTSA Interpretation 1985-04.16 explains and FMVSS Standard 109 requires that all motor vehicles manufactured after 1948 have DOT approved tires for on road use; and

WHEREAS, OHVs are equipped with Not for Highway Service (NHS) tires and no OHV tires are currently DOT approved for highway or on street use (see NHTSA June 3, 2022 letter re: Improper Certification of UTV/ATV Tires to FMVSS; U.S. Tire Manufacturers Tire Information Service Bulletin TISB 07); and

WHEREAS, visitors to the City rent OHVs to be driven on paved public roads largely unaware of the foregoing safety concerns; and

WHEREAS, statewide, several OHV rental companies have gone out of business because their rental OHVs were wrecked faster than the OHVs could be repaired (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, Sedona has experienced 710 motor vehicle accidents between 2017 and 2021, resulting in 150 injuries and 5 fatalities; and

WHEREAS, in the past three years, there have been four rollover OHV accidents within City limits and in 2021, statewide there were 187 OHVs involved in accidents with 16 fatalities in 2021 resulting in a 8.55% fatality rate; and

WHEREAS, OHVs are the third leading cause of injury in children in Arizona (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, plaintiffs routinely make claims against the City of Sedona for allowing or maintaining unsafe highway or road conditions; and

WHEREAS, traffic accidents and traffic congestion are a serious concern in the City and the City spends millions of dollars annually to improve traffic safety and congestion and requiring safe motor vehicles on paved public roads will further improve safety; and

WHEREAS, A.R.S. §28-626(B)(3) delegates motor vehicle safety enforcement to municipalities stating that municipalities “**shall** adopt ordinances or regulations relating to the control and movement of traffic...” (emphasis added); and

WHEREAS, pursuant to A.R.S. §28-1174(B), the City of Sedona has never indicated by rule or regulation that its streets are open and pursuant to A.R.S. §28-1174(A)(3) does hereby declare its road closed to OHV use; and

WHEREAS, the City finds that driving OHVs on paved or public roads in contravention to their design and the manufacturer recommendation constitutes reckless disregard for the safety of persons and property pursuant to A.R.S. §28-1174(A)(1); and

WHEREAS, the City deems it necessary to adopt certain OHV restrictions and certain regulations regarding improper motor vehicle equipment to protect the health, safety, and welfare of the City residents and travelling public.

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

Section 1. Amendment of Sedona City Code Title 10 (Vehicles and Traffic)

Title 10 (Vehicles and Traffic) of the City Code of the City of Sedona is hereby amended by adding the following Chapter:

Chapter 10.30 – IMPROPER MOTOR VEHICLE EQUIPMENT

10.30.010 – Definitions.

In this chapter unless the context otherwise requires:

"Driver" means a person who drives or is in actual physical control of a motor vehicle.

"Road" means the entire width between the boundary lines of every paved street or way if a part of the street or way is open to the use of the public for purposes of motor vehicle travel. It does not include a state highway.

"Manufacturer" means a person or entity—

- (A) manufacturing or assembling motor vehicles or motor vehicle equipment; or
- (B) importing motor vehicles or motor vehicle equipment for resale.

"Motor vehicle" means a self-propelled vehicle, including OHVs. It does not include electric bicycles, motorized wheelchairs, or an electric mobility assist device.

"Off-highway Vehicle" or "OHV" means a self-propelled vehicle that is designed and manufactured primarily for off-highway use. It includes Utility Terrain Vehicles, All Terrain Vehicles, and Off Highway Vehicles (collectively "OHVs"). It does not include electric bicycles, motorized wheelchairs, or an electric mobility assist device.

"Owner" means the person in whose name such motor vehicle is registered.

"Public employees" means any federal, state, county, or City employees.

"State or Federal motor vehicle safety standards" means all motor vehicle standards listed in A.R.S. Title 28 or the Federal motor vehicle safety standards ("FMVSS") contained in Title 49 of the Code of Federal Regulations.

10.30.020 – Operating Motor Vehicle with Improper Motor Vehicle Equipment Prohibited.

1. A person shall not drive or operate on a road a motor vehicle that:
 - A. Is in an unsafe condition that endangers a person.
 - B. Does not contain those parts or is not at all times equipped with lamps and other equipment in proper condition and adjustment as required in this chapter.
 - C. Is not equipped in the manner required by State or Federal motor vehicle safety standards for motor vehicles that are intended for on-highway operation.
 - D. Is not intended to be used, is unsafe, or is not designed or approved by the manufacturer to be operated on roads as declared in the motor vehicle's certificate of origin or owner's manual.
2. An owner shall not rent to or allow a person to drive or operate on a highway or road the owner's motor vehicle that:
 - A. Is in an unsafe condition that endangers a person.
 - B. Does not contain those parts or is not at all times equipped with lamps and other equipment in proper condition and adjustment as required in this chapter.
 - C. Is not equipped in the manner required by State or Federal motor vehicle safety standards for motor vehicles that are intended for on-highway operation.
 - D. Is not intended to be used, is unsafe, or is not designed or approved by the manufacturer to be operated on roads as declared in the motor vehicle's certificate of origin or owner's manual.
3. For purposes of this section, a motor vehicle is deemed to be in an unsafe condition that endangers a person if it is equipped with tires that do not contain the DOT tire symbol that reflects compliance with FMVSS contained in 49 C.F.R. §574.5.

10.30.030 – Applicability; Closure of Local Roads to Certain Vehicles; Exceptions.

1. This chapter applies to all roads within the Sedona City limits.

2. Pursuant to A.R.S. 28-1174(A)(3), all roads within the Sedona City limits are closed to OHV use.
3. This chapter does not apply to:
 - A. Public employees or their designees in the performance of their official duties with appropriate safety training, or to any motor vehicle owned or operated by any federal, state, or local governmental entity.
 - B. Motor vehicles manufactured prior to 1948.

10.30.040 – Inspections.

If at any time there is reasonable cause to believe that a motor vehicle is unsafe or is not equipped as required by this chapter or that a vehicle's equipment is not in proper adjustment or repair, any peace officer may require the driver of the motor vehicle to stop and submit the vehicle to an inspection and such test with reference to the inspection as may be appropriate.

10.30.050 – Authority to Impound Vehicles.

Vehicles operated in violation of this chapter may be impounded in the same manner as provided for by the provisions of SCC 10.15.150.

10.30.060 – Enforcement; Liability.

1. Any AZPOST certified peace officer may issue a written warning or citation for the violation of this chapter.
2. Persons Liable. If any motor vehicle is found in violation of any provision of this chapter, the owner, the person in whose name such motor vehicle is registered, as well as the driver of the vehicle at the time of the violation, shall be jointly and severally responsible for such violation and are subject to the penalties therefor. If the vehicle is not attended by a driver, the owner, or person in whose name such vehicle is registered, shall be held prima facie responsible for such violation and is subject to the penalties therefor. Proof that a person other than the owner was operating the vehicle at the time of the violation shall not constitute a valid defense to the offense.

10.30.070 - Separate Offenses.

Each violation pursuant to this chapter shall constitute a separate offense and each day a violation remains unabated may constitute a separate offense.

10.30.080 - Penalties.

- A. Upon a first violation of this chapter with the motor vehicle, an officer may issue a written warning or repair order if the violation is related to unsafe vehicle equipment. If a repair order is issued, a certificate of correction or adjustment of illegal or faulty equipment shall be obtained by the owner and shown to the police department within 14 days.
- B. If there is a violation of this chapter and, if applicable, the owner fails to provide the City with a certificate of correction or adjustment within 14 days or the person has previously been issued a warning within one hundred eighty (180) days from the date a warning was issued, the violation is a civil offense punishable by a fine not to exceed five hundred dollars (\$500.00), plus any other penalties, assessments or surcharges authorized by law.
- C. If there is a violation of this chapter and the person has previously been convicted two (2) or more times of violating this chapter, the new violation is a class 1 misdemeanor, plus any other penalties, assessments or surcharges authorized by law.

Section 3. Severability

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

Section 4. Repeal

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

Section 5. Effective Date

The effective date of this Ordinance shall be 60 days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this _____ day of _____, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3099
October 8, 2024
Regular Business**

Agenda Item: 8f
Proposed Action & Subject: Discussion/possible direction regarding the future of the Historic Preservation Commission.

Department	City Manager and Community Development
Time to Present	10 Minutes
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	A. Sedona Land Development Code Section 8.7 B. HPC ten-year summary C. Historic Museum Contract 2023-2026

Finance Approval	Reviewed 9/23/24 BGW	
City Attorney Approval	Reviewed 9/23/24 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Continue Historic Preservation Commission through 2025 and re-evaluate role/duties prior to Historic Museum contract renewal in 2026. ABS 9/26/24	Amount Budgeted
		\$ N/A
		Account No. (Description)

SUMMARY STATEMENT

Background: At the July 9, 2024, City Council meeting, Vice Mayor Ploog requested a discussion regarding the future of the Historic Preservation Commission (HPC). Council unanimously supported a discussion.

The duties of the HPC are found in Land Development Code, 8.9. Review and Decision-Making Bodies, D. Historic Preservation Commission, (1 and 2).

- (1) The Historic Preservation Commission (HPC) is appointed by the City Council and has the review and decision authority as shown in Table 8.1, Summary Table of Review Procedures, pursuant to the application-specific procedures outlined in this Code.
- (2) The Historic Preservation Commission also has the powers and duties as prescribed in its Operating Rules and Procedures and may exercise other powers that may be lawfully granted by the Council with respect to this Code.

On January 24, 2023, Council unanimously approved amending the Historic Preservation Commission Handbook, reducing the Historic Preservation Commission membership from 7 to 5. In June of 2023 the city entered into a contract with the Historic Museum to perform certain duties for the Historic Preservation Commission (see Exhibit C page 2) which by practical effect left the Historic Preservation Commission with the primary duty of Landmarking historic properties within the city of Sedona.

Commissioner Bob Huggins' seat expired on February 9, 2024. He agreed to stay on the commission until a replacement was appointed. Chair Brynn Unger resigned on June 26, 2024. There are currently two vacancies. The Executive Director of the Historic Museum, Nate Meyers, is currently serving as the Interim Chair of the HPC. Mr. Meyers will be present at the council meeting to answer any questions regarding the HPC, their Landmarking efforts, and the role of the Historic Museum.

Status of HPC vacancies:

- *A press release advertising a HPC vacancy initially went out on April 4, 2024, open until filled.*
- *A press release advertising a vacancy went out on May 13, 2024.*
- *A third press release went out on June 17, 2024, advertising 2 vacant seats, remained open until filled.*
- *The clerk's office received a total of three applications for the two open seats. Bobby Woods, applied on June 25, 2024. Karen Stupak applied on July 16, 2024. Thomas Weis applied on August 19, 2024.*
- *The two vacancies remain open at this time.*

For additional information, see Exhibit A. Sedona Land Development Code Section 8.7, for Historic Preservation Procedures.

See Exhibit B. for the HPC ten-year accomplishments and activity summary.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): If Council's discussion results in direction being given to Staff to make changes to the structure or duties of HPC, Land Development Code changes may be required, which include public hearings and recommendations from the Historic Preservation Commission and Planning and Zoning Commission.

MOTION

I move to: For discussion and direction to staff regarding filling Historic Preservation Commission vacancies and the Historic Preservation Commission's duties.

8.7. Historic Preservation Procedures

A. Historic Preservation-Related Definitions

Definitions specific to the administration, interpretation, and enforcement of this section are in Section [9.5](#), *Historic Preservation Definitions*.

B. Historic Landmark Designation

(1) Purpose

This section establishes the procedure for the Historic Preservation Commission to designate as a landmark an entire property, an identified portion of a property, or one or more individual structures on a property.

(2) Application Submittal and Review Procedure

Figure 8-14 identifies the applicable steps from Section [8.3](#), *Common Review Procedures*, that apply to the review of applications for landmark designation. Additions or modifications to the common review procedures are noted below.

Figure 8-14: Historic Landmark Designation



a. Pre-Application Meeting

A pre-application meeting shall be held in accordance with Section [8.3.B](#), *Pre-Application Meeting*.

b. Application Submittal and Handling

The application for landmark designation shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Section [8.3.C](#), *Application Submittal and Handling*.

c. Citizen Review Process

The applicant shall prepare and implement a Citizen Participation Plan pursuant to Section [8.3.D](#), *Citizen Review Process*.

d. Staff Review and Action

The Director shall review the application for landmark designation and prepare a staff report and recommendation in accordance with Section [8.3.E](#), *Staff Review and Action*, with the following modification:

1. Application Acceptance

Upon acceptance of a complete application, no building or demolition permits affecting the proposed landmark shall be issued by the City until the process as described herein has been completed and the Commission has made its decision.

e. Scheduling and Notice of Public Hearings

The application for landmark designation shall be scheduled for a public hearing before the Historic Preservation Commission and noticed in accordance with Section [8.3.F](#), *Scheduling and Notice of Public Hearings*.

f. Review and Decision (Historic Preservation Commission)

The Commission shall review the application and shall approve, approve with conditions, or deny the application in accordance with Section [8.3.G](#), *Review and Decision*, based on the criteria in Section [8.7.B\(3\)](#), *Landmark Designation Criteria*.

g. Post-Decision Actions and Limitations

All common procedures in Section [8.3.H](#), *Post-Decision Actions and Limitations*, shall apply, with the following modifications:

1. Removal of Landmark

The procedure to remove a landmark status to a property shall be the same as the procedure to designate. However, in the case of removal of a landmark designation, the Commission may initiate the application.

- i. The Commission shall consider and make findings for removal of landmark status and removal from the City of Sedona's Historic Resource Register. The removal of any designated historic

resource shall be granted only if the Commission finds that the historic resource no longer conforms to any of the criteria as set forth in Section [8.7.B\(3\)](#), *Landmark Designation Criteria*, or any one or more of the following:

- a. That the historic resource has been destroyed or demolished by natural disaster, accident or fire;
 - b. That the historic resource has diminished historic significance or value upon a showing of clear and convincing evidence, including that this diminution is not the result of deterioration by neglect or work performed without a permit;
 - c. That the historic resource cannot be restored, rehabilitated, stabilized or renovated for any use permitted in the zone in which it is located without causing an economic hardship disproportionate to the historic value of the property substantiated by clear and convincing evidence. Proof of economic hardship shall require a showing that the cost of stabilization of the historic fabric of the property exceeds the appraised value as determined by a qualified appraiser of the historic improvements on the site.
- ii. If the removal of landmark designation from the National Register is initiated by the Commission, the Commission must prove the grounds for removal of a landmark designation meet the criteria for removing properties from the National Register as set forth by the United States Department of the Interior.

2. *Effect of Landmark Designation*

- i. Upon approval of a landmark designation, the affected property shall be included in the Historic Property Register and on any other applicable documents as appropriate for its preservation.
- ii. No person shall carry out any exterior alteration, restoration, renovation, reconstruction, new construction, demolition, or removal, in whole or in part, on any landmark, without first obtaining a Certificate of Appropriateness from the Commission pursuant to Section [8.7.E](#), *Certificate of Appropriateness (or No Effect)*.
- iii. No person shall make any material change in the exterior appearance of any landmark or contributing factor, such as its color, materials, light fixtures, signs, sidewalks, fences, walls, landscaping, steps, paving, or other elements which affect the appearance of the historic resource without first obtaining a Certificate of Appropriateness pursuant to Section [8.7.E](#), *Certificate of Appropriateness (or No Effect)*.
- iv. No person shall carry out any demolition, in whole or part, on any landmark, without first obtaining a Certificate of Appropriateness approval from the Commission.
- v. Each property designated as a landmark shall be maintained to ensure weather resistance and a secured condition, faithful to its historic character.

- vi. Nothing in this section shall be construed to prevent routine maintenance and repair, as defined. Any exterior alteration, restoration, renovation, reconstruction in compliance with the definition of routine repair and maintenance shall be permissible without application and review. Property owners and/or their representatives are encouraged to consult with staff prior to any work being performed to discuss its scope and compliance with the definition of routine maintenance and repair; however, consultation is not required.

(3) Landmark Designation Criteria

The Commission shall evaluate each historic resource within an area that is included in an application and may designate it as a landmark if it is determined to possess integrity of location, design, setting, materials, workmanship, feeling and association; and, being at least 50 years old or having achieved significance within the past 50 years if the property is of exceptional importance; and exhibits one or more of the following:

- a. Association with events that have made significant contributions to the broad patterns of our local, state, or national history; or
- b. Association with the lives of persons significant in our local, state, or national past; or
- c. Embodiment of distinctive characteristics of a type, period or method of construction, or representing the work of a master architect, artist, engineer, or craftsman, or high artistic values or representing a significant and distinguishable entity which individual components may lack distinctiveness; or
- d. Information important in the understanding of the pre-history or history of our community or region.

C. Historic District Designation

(1) Purpose

This section establishes the procedures for the designation of a historic district, which is an overlay zone in which designated properties retain the uses of and are subject to the regulations of the underlying zoning district(s). The underlying zoning, which relates primarily to land use and density, continues to be administered by the Planning and Zoning Commission. The Historic Preservation Commission administers the regulations as they relate to the historic district designation. In the case where historic preservation and zoning regulations conflict, the Historic Preservation Ordinance takes precedence.

(2) Application Submittal and Review Procedure

A rezoning approval is required in order to receive a historic district designation. The application and review process for a rezoning to a historic district shall be the same as for general rezonings as set forth in Section [8.6.A, Rezoning \(Zoning Map Amendment\)](#), with the following modifications:

a. Authorization to File Application

1. If more than one property owner is included in a proposed rezoning to a historic district, written consent of at least 51 percent of the property owners of record within the boundaries of the proposed district shall be submitted with the application.
2. Requests for historic district designations may be initiated by the Historic Preservation Commission, Planning and Zoning Commission, City Council, a property owner, or the agent of a property owner.

b. *Application Submittal and Handling*

1. An application for rezoning to a historic district shall first be submitted to the Historic Preservation Commission.
2. Upon acceptance of complete application for a historic district, no demolition or building permits shall be issued by the City until the process as described in this section has been completed and City Council has made its decision.

c. *Review and Recommendation (Historic Preservation Commission)*

1. The Historic Preservation Commission shall hold a public hearing concerning the proposed rezoning, at which time interested parties and citizens shall have the opportunity to be heard. After the public hearing, unless the applicant requests that the application be withdrawn, the Historic Preservation Commission shall make a report and recommendation to the Planning and Zoning Commission.
2. The recommendation shall include the following:
 - i. A map showing the proposed boundaries of the historic district and identifying all structures within the boundaries, including classification as contributing or noncontributing;
 - ii. An explanation of the significance of the proposed district and description of the cultural resources within the proposed boundaries;
 - iii. A set of findings documenting the recommendation of the Historic Preservation Commission;
 - iv. Proposed design guidelines for applying the criteria for review to future development and redevelopment in the nominated historic district; and
 - v. The recommendations of the Commission may include reasonable additional conditions and/or modifications to the proposed district property boundaries as deemed necessary to promote the purpose of the district.
3. If an application is withdrawn after the Historic Preservation Commission hearing, the Historic Preservation Commission may refuse to accept another application for the same or substantially the same rezoning on the same property or any part of it within a year of the date the original application was filed on the same property or a portion of it.

d. *Action by the Planning and Zoning Commission*

The Planning and Zoning Commission shall hold a public hearing to consider the Historic Preservation Commission's recommendations. Following conclusion of its public hearing, the Planning and Zoning Commission shall transmit its recommendation to the City Council.

e. *Action by the City Council*

Following conclusion of its public hearing, the Council may approve the historic district as recommended or in a modified form, stipulating those conditions it deems necessary to carry out the purpose of this district and this Code.

f. *Approval and Adoption*

The supporting statements, design guidelines, and all other documents submitted with the application for a historic district shall be approved and adopted by the Council and included in the ordinance establishing the historic district.

g. *Effect of Historic District Designation*

1. Upon approval of a historic district designation by the City Council, the affected property(ies) shall be included in the Historic Property Register and on any other applicable documents as appropriate for its preservation. The City's [Zoning Map](#) shall be updated to reflect the new zoning district boundaries. The City's parcel information database shall be updated to include those properties identified within the historic district as contributing and noncontributing.
2. No person shall carry out any exterior alteration, restoration, renovation, reconstruction, new construction, demolition, or removal, in whole or in part, without first obtaining a Certificate of Appropriateness from the Commission pursuant to Section [8.7.E](#).
3. No person shall make any material change in the exterior appearance of a designated property, its color, materials, light fixtures, signs, sidewalks, fences, steps, paving, or other elements which affect the appearance of the property without first obtaining a Certificate of Appropriateness pursuant to Section [8.7.E](#).
4. Each property designated as a contributing property shall be maintained in good condition and faithful to its historic character.
5. Nothing in this article shall be construed to prevent normal maintenance and repair which does not involve change in exterior design, material, color, or appearance.
6. In addition to any other required review and/or approval, any proposed construction within a historic district shall also be subject to Commission review according to any design guidelines which may have been applied to that district and other applicable criteria.

(3) *Historic District Designation Criteria*

Each structure, site, building, landscape, or property within an area that is included in a historic district rezoning application shall be evaluated and may be designated a historic district if it is determined to possess integrity of location, design, settings, materials, workmanship, feeling and association; and be at least 50 years old or having achieved significance within the past 50 years if the property is of exceptional importance; and exhibits one or more of the following:

- a. Association with events that have made significant contributions to the broad patterns of our local, state, or national history;
- b. Association with the lives of persons significant in our local, state, or national past;
- c. Embodiment of distinctive characteristics of a type, period, or method of construction, or representing the work of a master architect, artist, engineer or craftsman, or high artistic values or representative of a significant and distinguishable property or person whose individual components may lack distinctions; and
- d. Information important in the understanding of the pre-history or history of the community or region.

D. Economic Hardship

- (1) An application for demolition or removal of a landmark or property within a historic district may, if appropriate, be accompanied by a request for relief from economic hardship.
- (2) Before granting such request, the Commission shall study the historic or cultural value of the property and shall review options including incentives to the owner for restoration or recommendation to Council that the City purchase the property.
- (3) Separate standards and application requirements may be established by the City for granting economic hardship relief for income-producing properties and for nonincome-producing properties.

a. *Investment or Income-Producing Properties*

Economic hardship relief may be granted if the applicant satisfactorily demonstrates that a reasonable rate of return cannot be obtained from a property which retains features which contribute to its distinctive appearance and character, either in its present condition or if rehabilitated, either by the current owner or a potential buyer. Economic hardship relief shall not be granted due to any of the following circumstances: willful destructive acts committed or caused by the owner or tenants; purchase of the property for substantially more than its fair market value; failure to perform normal maintenance and repair; or failure to diligently solicit and retain tenants or provide normal tenant improvements.

b. *Nonincome-Producing Properties*

Economic hardship relief may be granted if the applicant satisfactorily demonstrates that the property has no reasonable use as a single-family dwelling or for institutional use, either in its present condition

or if rehabilitated, either by the current owner or a potential buyer. Economic hardship relief shall not be granted due to any of the following circumstances: willful destructive acts committed or caused by the owner; purchase of the property for substantially more than its fair market value; failure to perform normal maintenance and repair; or failure to diligently solicit and retain tenants or provide normal tenant improvements.

E. Certificate of Appropriateness (or No Effect)

(1) Purpose

It is the intent of this process to ensure, insofar as possible, that properties designated as a landmark or a property within a historic district shall be in harmony with the architectural and historical character of the property or district.

(2) Applicability

a. Certificate of Appropriateness

A Certificate of Appropriateness is required before commencing any exterior improvements or development, including alteration, restoration, renovation, reconstruction, new construction, demolition, or removal, in whole or in part, of any landmark or property located within a historic district, whether or not the work will require a building permit. Building permits for exterior work on landmarks or properties within historic districts cannot be issued without first obtaining a Certificate of Appropriateness.

b. Certificate of No Effect

Requests for exterior improvements, including alterations, restoration, renovation, reconstruction, or new construction for exterior work on landmarks that are deemed to be of “no effect” by the Chairperson and Director may be eligible for a certificate of no effect, which can be issued administratively using the procedure below.

c. Certificate is Prerequisite to Building Permit

If a building permit is sought from the City without a Certificate of Appropriateness or certificate of no effect, the issuance of the permit shall be deferred until after a Certificate of Appropriateness or certificate of no effect is issued for the subject property.

(3) Application Submittal and Review Procedure

Figure 8-15 identifies the applicable steps from Section [8.3](#), *Common Review Procedures*, that apply to the review of applications for certificates of appropriateness (or no effect). Additions or modifications to the common review procedures are noted below.

Figure 8-15: Certificate of Appropriateness (or No Effect)



a. Pre-Application Meeting

A pre-application meeting shall be held in accordance with Section [8.3.B](#), *Pre-Application Meeting*.

b. Application Submittal and Handling

The application for a Certificate of Appropriateness shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Section [8.3.C](#), *Application Submittal and Handling*.

c. Staff Review and Action

The Director shall review the application for a Certificate of Appropriateness and prepare a staff report and recommendation in accordance with Section [8.3.E](#), *Staff Review and Action*, with the following addition:

1. Application Acceptance

Upon acceptance of a complete application, no building or demolition permits affecting the proposed landmark shall be issued by the City until the process as described herein has been completed and the Commission has made its decision.

2. Certificate of No Effect

If an application qualifies for a certificate of no effect, the Director shall contact the Chairperson of the Historic Preservation Commission to review the application and confirm qualification of the application. If an application is found to qualify for a certificate of no effect, the Director shall issue a certificate of no effect within seven working days of receipt of the complete application.

d. Scheduling and Notice of Public Hearings

If the Director determines that the proposed changes would require a Certificate of Appropriateness, the application shall be scheduled for a public hearing before the Historic Preservation Commission and noticed in accordance with Section [8.3.F](#), *Scheduling and Notice of Public Hearings*.

e. *Review and Decision (Historic Preservation Commission)*

The Commission shall review the application and shall approve, approve with conditions, or deny the application in accordance with Section [8.3.G](#), *Review and Decision*, based on the specific criteria in Section [8.7.E\(4\)](#), *Certificate of Appropriateness Approval Criteria*.

1. *Review Guidelines and Criteria*

The Commission may utilize the following documents and criteria as guidelines when considering an application for a Certificate of Appropriateness:

- i. Approved design guidelines for a designated historic district;
- ii. Secretary of the Interior's Standards for Rehabilitation;
- iii. Secretary of the Interior's Preservation Briefs and other information developed by U.S. Department of the Interior Park Service, Arizona Historic Preservation Office, National Trust for Historic Preservation, National Alliance of Preservation Commissions, Association of Preservation Technology, and the Old House Journal; and
- iv. Any other guidelines as adopted by the City.

f. *Post-Decision Actions and Limitations*

All common procedures in Section [8.3.H](#), *Post-Decision Actions and Limitations*, shall apply, with the following modifications:

1. No change shall be made in the approved plans of a project after issuance of a Certificate of Appropriateness without resubmittal to the Director and approval of the change at an administrative level, if that change is determined to be of no significant impact on the original proposed work set forth in the application. If the change is determined to have a significant impact on the original proposed work, the Director shall schedule a public hearing before the Commission in the same manner as the original Certificate of Appropriateness consideration.
2. A Certificate of Appropriateness (or no effect) expires six months from the date of issuance unless work is started within that time.
3. If work exceeds that specified in the Certificate of Appropriateness (or no effect), the certificate shall be revoked.
4. The Certificate of Appropriateness (or no effect) required by this section shall be in addition to any other permit(s) or review required for the proposed project.

(4) Certificate of Appropriateness Approval Criteria

It is the intent of this article to ensure, insofar as possible, that a historic resource designated as a landmark within an historic district shall be in harmony with and complementary to the architectural and historical character of the historic resource or district. When reviewing an application for a Certificate of Appropriateness, the Commission may approve, conditionally approve, or deny a Certificate of Appropriateness based on the following:

- a. Any proposed new construction shall be distinguishable from the historic architecture; and
- b. The proposed work does not detrimentally alter, destroy or adversely affect any architectural or landscape feature; and
- c. The proposed work will be compatible with the relevant historic, cultural, educational or architectural qualities characteristic of the structure or district and shall include but not be limited to materials and elements of size, scale, massing, proportions, orientation, surface textures and patterns, details and embellishments and the relationship of these elements to one another; and
- d. The proposed work conforms with review guidelines and/or other applicable criteria; and
- e. The exterior of any new improvement, building, or structure in a designated historic district or upon a landmarked site will not adversely affect and will be compatible with the external appearance of existing designated buildings and structures on the site or within a historic district.

F. Demolition of Historic Resource**(1) Demolition Approval Required**

No person, firm, corporation, or other entity shall demolish a landmark or contributing property within a historic district or cause or allow such demolition to be done, nor shall any permit for such demolition be issued, unless the demolition is approved by the Commission and a Certificate of Appropriateness is issued.

(2) Demolition Approval Criteria

- a. A landmark or contributing property may be demolished if:
 1. The Chief Building Official has determined that an imminent safety hazard exists and that demolition of the structure is the only feasible means to secure the public safety; or
 2. The Commission finds, after review, that maintenance, use and/or alteration of the designated property in accordance with the requirements of this article would cause immediate and substantial economic hardship on the property owner(s) because rehabilitation in a manner which preserves the historic integrity of the resource:
 - i. Is infeasible from a technical, mechanical, or structural standpoint; and/or

- ii. Would leave the property with no reasonable economic value because it would require an unreasonable expenditure taking into account such factors as current market value, permitted uses of the property, and the cost of compliance with applicable local, state and federal requirements.

Costs necessitated by the neglect or failure of the current owner(s) to maintain the property need not be considered in making this finding; or

3. The Commission finds that the demolition of a contributing property would not have a substantial adverse impact on the historic significance or integrity of a historic district.
- b. The applicant shall bear the burden of proof for all findings required for approval of a Certificate of Appropriateness for demolition.

c. *Notice of Demolition*

If demolition is approved, the property owner(s) may be required to publish notice at least 10 days prior to the scheduled demolition date, in a newspaper of general circulation, of the availability of materials for salvage. Upon request, the Commission may make this information available to persons who may be interested in contacting the owner(s) to arrange for possible salvage of historic building materials.

(3) *Architectural Documentation Prior to Demolition of Historic Buildings*

Applications for permits for the demolition of buildings that are in part (original structure with later additions) or in their entirety 50 or more years old must include architectural documentation to provide a permanent record of buildings of historical significance before their loss. Demolition applications are available from the Community Development Department.

a. *Applicability*

These regulations apply to all demolition permit requests involving buildings that are in part or in their entirety 50 or more years old, but are not individually listed on the National Register of Historic Places; and do not meet the eligibility criteria for the National Register of Historic Places or Designation as a Landmark in Sedona. Documentation is not required if the demolition will be limited to an addition that is less than 50 years old, for accessory buildings such as sheds, and mobile or manufactured homes regardless of age.

b. *Review Required*

The applicant must submit documentation in conjunction with a demolition permit application submittal. The documentation will be reviewed and found complete pursuant to this article prior to issuance of a demolition permit.

c. *Application and Review Process*

1. Prior to the submittal of a demolition permit application, the applicant may meet with the Director. At that time, the Director will determine whether the application requires documentation.
2. At the time of submittal, the applicant must submit the demolition permit application and all required architectural documentation to the Community Development Department.
3. The Director shall review the submitted architectural documentation and approve the materials for completeness. The Director determines and informs the applicant that the required architectural documentation is complete, or of any additional documentation which is required within five working days of the submittal date.
4. If the Director determines that the required architectural documentation is complete, then a demolition permit application may be processed. The applicant must demonstrate compliance with all provisions of the LDC before a demolition permit will be issued.

d. *Documentation Required*

1. Current photographs of the front, rear and sides of the building to be completely or partially demolished; and
2. Copies of old photographs of the building to be completely or partially demolished (taken at least 20 years prior to the demolition application), if in the possession of the applicant; and
3. A list of any important historical events or historically significant persons related to the building to be demolished, if known to the applicant.

e. *Documentation Optional*

1. Floor plans with measured dimensions; and
2. Photographs of all interior rooms; and
3. A "context photograph" illustrating the relationship between the building to be completely or partially demolished and the nearest adjacent buildings; and
4. A general description of construction materials, such as exterior walls, roofing, windows, porches, and carports of the building to be demolished.

f. *Documentation Retention*

Upon approval of the demolition permit, the Director shall retain the architectural documentation as a record of a lost historic resource.

G. Maintenance and Repair

- (1) Each historic resource designated as a landmark, and historic resources designated as contributing properties within a historic district, shall be properly maintained in weather-resistant, secure condition and faithful to its historic appearance and character.
- (2) Nothing in this article shall be construed to prevent normal maintenance and repair of any exterior feature of any historic resource designated as a landmark or contributing property within a historic district, which does not involve change in design, material, color, or exterior appearance. The Commission shall not consider the interior arrangements or alterations to the interior of a building, unless designation specifically includes the interior or a portion thereof.
- (3) All exterior maintenance and repair not deemed to be routine maintenance and repair as defined herein, requires an application for determination of a Certificate of Appropriateness or Certificate of No Effect. Repairs that involve change in exterior appearance may be determined by the Director and Chairperson to have no significant impact on historic appearance and character, and thereby qualify for a Certificate of No Effect.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

The Sedona Land Development Code is current through Ordinance 2023-09, passed October 24, 2023.

Disclaimer: The City Clerk's Office has the official version of the Sedona Land Development Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.SedonaAZ.gov](http://www.SedonaAZ.gov)

[Hosted by General Code.](#)

Historic Preservation Commission Ten-year Summary

Meetings and Actions

Year	HPC Meetings	Certificate of Appropriateness	Certificate of No Effect	City Landmark Designation
2024	8		2	2
2023	7			
2022	5		1	
2021	3	1	1	
2020	2		2	
2019	3		2	
2018	4		4	
2017	6	3	6	
2016	8	1		
2015	8			
2014	8	4		
2013	6	1		-1
2012	9			+1
2011	11	2		+1

Landmark Actions 2011-2024

- 2024 Tlaquepaque Chapel and The Kiva House
- 2013 Removal of Ralph Block House landmark designation
- 2012 Philips House Landmarked
- 2011 Chapel landmarked

Certificate of Appropriateness

- Require public hearing to advise and approve exterior alterations.
- 2017 Pumphouse repairs
- 2017 Jordan Ranch loading dock
- 2017 Jordan Ranch exhibit shade structure
- 2016 Jordan Ranch bench installation

Updated 9/27/2024

Historic Preservation Commission Ten-year Summary

2014 Gassaway House emergency roof repair
2014 George Jordan building renovation (in Uptown)
2014 Hart Store wall (never constructed)
2014 Nininger House renovation
2013 Jordan Ranch installation of Telegraph Office
2011 Jordan Ranch tractor shed siding
2011 Jordan Ranch sculpture

Certificate of No Effect

Created in 2017 for minor improvements that are approved by Chair and staff and do not require public hearing.

2024 Ranger Station front walkway
2024 Madole, Pony Soldier yard alterations
2021 Jordan Ranch temporary sculpture (evaluation, CNE not needed)
2020 Van Ess roof
2020 Williamson House evaluation, (evaluation, CNE not needed)
2019 Pushmataha siding
2019 Saddlerock roof
2018 Jordan Ranch gutters and wood siding treatment
2018 Jordan Ranch retaining wall repair
2018 Jordan Ranch windows
2018 Pushmataha windows
2017 Ranger Station foundation
2017 Ranger Station deck
2017 Nininger House windows
2017 Nininger House siding
2017 Ranger Station roof
2017 Ranger Station window covers

Updated 9/27/2024

Historic Preservation Commission Ten-year Summary

Historic Resource Recognition Award

Created in 2018 to recognize historic sites that are not eligible for landmark status.

2019 Sedona Art Center/Art Barn – small interpretive panel placed on northeast side of the barn

Proposed for Oak Creek Tavern, draft panel, Gilomens requested changes to the content to instead focus on the Cowboy Artists - not completed

The Historic Resource Recognition Award program was removed from the scope of HPC's responsibilities at the last rewrite of the Land Development Code.

Budget

Year	Budget	Expenses	% of Budget	
2024	\$6,450.00	\$2,745.74	42.56%	2 Landmarking surveys, plaques, training for 5, and misc.
2023	\$11,700.00	\$2,779.80	23.75%	Training and lodging for 3
2022	\$5,700.00	\$1,477.00	25.91%	Training for 3
2021	\$5,200.00	\$29.64	0.57%	COVID
2020	\$4,200.00	\$0.00	0.00%	COVID
2019	\$4,200.00	\$2,052.93	48.88%	Event, plaque Training for 4
2018	\$9,950.00	\$2,579.78	25.93%	Event, nameplate, banner Training for 3
2017	\$26,250.00	\$24,939.00	79.02%	Nameplates and badges Training for 7 Includes \$20,000 HP grants
2016	\$4,200.00	\$3,118.43	74.25%	
2015	\$5,500.00	1,511.69	27.49%	Includes \$450 grant reimbursement from FY14.
2014	\$8,850.00	\$7,606.48	85.95%	

No records for 2011 – 2013. Before Donna began doing budgets and Springbrook entries were not complete.

Notes

HPC was created in 1998 as a working commission and was allocated 20% of 1 FTE, as of 2015 it was considered twice that amount.

FY 17 Employee Time Allocations: HPC 3%, 0.4 FTE

FY 18 CD program expenditures: 3%, \$75,540

Updated 9/27/2024

**COMMUNITY SERVICES PROVIDER AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
SEDONA HISTORICAL SOCIETY**

This COMMUNITY SERVICES PROVIDER AGREEMENT (this "Agreement") is entered into this 13th day of June, 2023, between the City of Sedona, an Arizona municipal corporation (the "City"), and Sedona Historical Society, a 501(c)(3) nonprofit organization ("Community Services Provider" or "CSP"), collectively called the "parties".

RECITALS

WHEREAS, the City is the owner of the Park located at 735 Jordan Road, Sedona, Coconino County, State of Arizona (the "Park"); and

WHEREAS, CSP operates this Park as a historical museum in accordance with the 2020 Lease Agreement between the City of Sedona and the Sedona Historical Society (Exhibit A); and

WHEREAS, the City recognizes the value of the Museum and efforts of the CSP to preserve the community's history and heritage; and

WHEREAS, since 1998, CSP has conducted historic preservation and educational activities and operations compatible with the land development code, historic nature of the Park, and for the general benefit of the community; and

WHEREAS, the City is a municipal corporation organized under the laws of the State of Arizona and entitled to provide services and enter into contractual agreements for the purpose of obtaining services or benefits which it otherwise could provide; and

WHEREAS, the City and CSP desire to enter into this Agreement for the provision of certain services for the benefit of the residents of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the mutual covenants contained herein, the parties agree as follows:

1. **Term:** The term of this Agreement is for three (3) years from July 1, 2023 to June 30, 2026.
2. **Payment:**
 - a. The CSP and the City acknowledge that the CSP services and facilities to be provided to Sedona residents are a direct public benefit to the City. The services benefitting the City are set forth below. As consideration for that value, the City will remit to CSP **One Hundred Fifty Thousand Dollars (\$150,000.00)** for FY24 (the "FY24 base amount").
 - b. For FY25, beginning July 1, 2024 and ending June 30, 2025, the funding amount will be the FY24 base amount plus the inflationary escalator in accordance with the Bureau of Labor Statistics CPI-U for the West Region for the previous 12-month period

- ending December of the prior year (the "FY25 base amount"). The inflationary escalator shall not exceed five percent (5%).
- c. For FY26, beginning July 1, 2025 and ending on June 30, 2026, the funding amount will be the FY25 base amount plus the inflationary escalator in accordance with the Bureau of Labor Statistics CPI-U for the West Region for the previous 12-month period ending December of the prior year (the "FY26 base amount"). The inflationary escalator shall not exceed five percent (5%).
 - d. All payments from the City to the CSP will be remitted in two (2) installments, by the last day of the months of August and February of each fiscal year and are subject to the availability of funds from the City.
 - e. If the services rendered do not meet the requirements of this Agreement, the CSP shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.
3. **Appropriation of Funds:** Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
4. **Community Services:** CSP shall provide the community services as defined in this Agreement and as necessary to accomplish the scope of work as defined below. The CSP shall furnish all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

Scope of Work:

- a. CSP will continue to create a more sustainable future for the Museum by retaining a full-time professional director.
- b. CSP will coordinate historic preservation educational and public outreach functions. CSP will provide the following services to the City's Historic Preservation Commission (HPC) for the term of this Agreement:
 - i. Provide annual training to Historic Preservation Commissioners.
 - ii. Provide annual education and/or recognition for current and potential landmark owners as directed by the City of Sedona.
 - iii. Provide activities that will help to increase awareness of historic preservation throughout the community.
 - iv. The specifics of coordination with the HPC and the resulting specific scope of work will be agreed upon annually.
- c. CSP will operate the Museum in accordance with the existing lease agreement between the City and the CSP, included as Exhibit A of this agreement.
- d. CSP will provide free access to the Museum research library during Museum hours and will comply with all federal, state, and local regulations prohibiting unlawful discrimination in employment, programs, services, activities, and contracting.
- e. CSP services will be available to Sedona residents, regional residents, Sedona visitors, and educational opportunities for school children.
- f. CSP educational programs will continue to be free to attendees, or charge a minimal amount to cover expenses, unless they are specifically designated as fundraising events.

- g. CSP shall, by all practical and reasonable means, preserve the written and pictorial history of the Greater Sedona area, and provide protected storage of archival materials and artifacts.
 - h. CSP shall exhibit materials and artifacts that represent the history of the area.
 - i. CSP shall establish procedures that provide for public access to its collections and provide a copy of the procedure to the City.
5. **Marketing:** The CSP agrees that all printed materials created and distributed by the CSP with funds from the City shall contain a statement recognizing and acknowledging that funding has been provided by the City for such documents. CSP further agrees to include the City logo on all printed and electronic advertising materials or include a reference that the museum is located in a City of Sedona park.
6. **Financials:** The CSP shall use City funds only for CSP purposes and provide written accounting to the City describing the manner and use of City funds at the City's request. In addition, the CSP shall provide a copy of the IRS 990 form and a copy of its annual financial statements. The City shall have the right to audit the books of the CSP at all reasonable times for the purpose of confirming the expenditures of City funds with reasonable notice to the CSP.
7. **Reporting:** The CSP will provide an annual written report of accomplishments to include the following information and performance metrics:
- a. Number of museum attendees/year with origination information:
 - i. Percentage City residents
 - ii. Percentage regional residents
 - iii. Percentage non-residents
 - b. Number of educational programs presented each year, with a target of 50 per year. (This would not include fundraiser events or events solely hosted by other parties.)
 - i. Number or percentage free
 - ii. Number or percentage for a fee
 - iii. Evaluations from attendees
 - c. Number of hours/week museum is open.
 - d. Customer satisfaction survey results, with data to be captured during at least 20% of any year.
 - e. Museum revenues generated.
 - f. Number of requests for research assistance.
 - i. Number or percent of these from residents
 - g. Number of volunteer hours worked.
 - h. Satisfactory completion of annually agreed upon HPC events and projects. Evaluation to be jointly determined by CSP, HPC, and City.

At the request of the City Manager, the CSP will also provide periodic verbal presentations to Council.

8. **City Liaison:** The City will appoint one (1) non-voting liaison to attend the CSP Board meetings to provide two-way communication between the City and the CSP. The CSP shall notify the City liaison of all CSP board meetings.
9. **Termination:** Either party may terminate this Agreement, without penalty, upon 30 days

written notice to the other. Upon such termination, the parties shall assess the services rendered to the date of termination and the City shall make any necessary payment or CSP shall make any necessary reimbursement as may be required so that payment for the services rendered to the date of termination shall have been paid by the City on a proportional basis over the actual term of the Agreement.

10. **ADA:** The CSP must conform to the Americans with Disabilities Act of 1990, including changes made by the ADA Amendments Act of 2008 (P.L. 110-325) (ADA) and the Rehabilitation Act of 1973, as amended. This includes prohibiting discrimination against the handicapped in employment, programs, services and activities and making reasonable accommodations to allow their full and equal access to all such employment, programs, services, and activities. The CSP shall also comply with all other federal, state and local regulations prohibiting unlawful discrimination in employment, programs, services, activities and contracting.

11. **Legal Compliance:** The CSP agrees to comply with all Federal, State, and City laws or regulations applicable to the CSP's business or services or to the performance of these services.

12. **Written Changes:** This Agreement contains the entire Agreement of the parties with respect to the subject matters hereof and it may be amended or modified only by an instrument in writing signed by both parties.

a. Written notices to City shall be sent to:

City Manager
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

b. Written notices to the CSP, shall be addressed to:

Executive Director or Board President/Vice President
Sedona Historical Society
735 Jordan Road
Sedona, AZ 86336

13. **Independent Contractor:**

a. The parties agree that the CSP provides specialized services and that the CSP enters this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute the CSP, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the City.

b. As an independent contractor, the CSP is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages that may arise during the operation of this Agreement.

c. It is understood and agreed that the CSP is free to contract with other parties or to otherwise provide additional services.

14. **Insurance:** The CSP agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as requested by City, either in the initial bid, or prior to commencement of particular tasks. The CSP shall submit to City before any work is performed, certificates from the CSP's insurance carriers indicating the

presence of coverages and limits of liability as follows:

a. **Worker's Compensation Insurance:**

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

- b. Commercial General or Business Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CSP's owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
- d. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
- e. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
- 15. HOLD HARMLESS AND INDEMNIFICATION:** CSP shall protect, defend, indemnify and hold harmless the City, its officials, officers, employees and agents, from any and all claims, demands, losses, liens, fines, actions and causes of action (including administration or alternative dispute resolution proceedings) penalties or costs (including attorneys' fees) or liability for damages for personal injury or property damage caused by, occurring by reason of or resulting from the acts, errors or omissions of the CSP, its officers, directors, agents, employees, or volunteers, arising out of or in connection with this agreement or in any way arising from the performance or non-performance of the activities or services, duties and obligations required of the CSP as set forth in this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- 16. Governing Law; Venue; Waiver of Jury Trial:** This Agreement shall be governed by and enforced using the laws of the State of Arizona. The parties agree that any judicial action brought to enforce the terms or conditions of this Agreement shall be brought in a court of competent jurisdiction in Yavapai County, Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

(Signatures to follow on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF SEDONA, ARIZONA

By: 
Karen Osburn, City Manager

Date: 01/20/23

ATTEST:


JoAnne Cook, City Clerk

COMMUNITY SERVICE PROVIDER

SEDONA HISTORICAL SOCIETY

By: 
~~Board President~~ Executive Director

Date: 6/13/2023

ATTEST:


Board Vice President

APPROVED AS TO FORM:



Kurt W. Christianson, City Attorney

Exhibits

Exhibit A: 2022 Lease Agreement



**CITY COUNCIL
AGENDA BILL**

**AB 3066
October 8, 2024
Regular Business**

Agenda Item: 8g
Proposed Action & Subject: Discussion/possible direction regarding future agenda items.

Department	City Manager
Time to Present	2 Minutes
Total Time for Item	5 Minutes
Other Council Meetings	Included in City Council regular meeting agenda packets as of May 14, 2024
Exhibits	A. Future Agenda Items

Finance Approval	Reviewed 9/23/24 BGW	
City Attorney Approval	Reviewed KWC 9/23/24	Expenditure Required
		\$ N/A
City Manager's Recommendation	For discussion and direction only. ABS 9/25/24	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

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 only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
PENDING ITEMS							
				AB 3091 Discussion/possible action regarding an additional \$600,000 into the SIM 1B -Uptown Road Improvements Project for the completion of the paving northbound areas from Forest Road to Owenby Roundabout, but to also include the southbound areas.	Regular	Hall/Harris	30 min
10/22/2024	Tuesday	4:30 p.m	Regular Meeting				
				AB 3119 Approval of a Construction Manager at Risk contract with KEAR Civil Corporation for the construction of the WWRP UV Replacement project, in an amount not-to-exceed \$x,xxx,xxx, and approval of a Professional Services Contract for the Construction Administration & Inspection (CA&I) Services to Sunrise Engineering, Inc. in the amount of \$xxx,xxx.	Consent	Holland	NA
				AB 3130 Discussion/presentation by Sedona Sister City's Board of Directors Chari Cuck Marr on their activities and accomplishments.	Regular	SJ/HP	20
				AB 3121 Approval of sustainably adding grass to the Sedona Dog Park to better serve the dog park community and relocate the Yappy Hour weekly event to the Sedona Dog Park.	Regular	Frewin	15
				AB 3122 Discussion and approval regarding the installation of a Flagpole at the Posse Grounds Pavilion to exceed City Code Height.	Regular	Frewin	5
				AB 3111 Discussion / possible action regarding the Extreme Weather Overnight Lodging Program to shelter 'rough sleepers' during inclement or extreme weather conditions.	Regular	Frieder	20 min
				AB 3086 Discussion/possible action regarding the Sedona in Motion Transportation program and ADOT crosswalk.	Regular	Harris	30 min.
				AB 3120 Approval of an Ordinance amending Sedona City Code Title 13 (Public Services and Utilities) amending Chapter 13.05 Definitions, Sewer Availability, and other miscellaneous amendments.	Regular	Holland	15 min
				AB 3066 Discussion/possible action regarding future meeting and agenda items.	Regular	Spickard	5 min

10/23/2024	Wednesday	3:00 p.m.	Special Meeting				
				AB 3079 Presentation/discussion from Arizona Water Company and City of Sedona staff regarding Growing Water Smart initiatives.	Special	Beck	1 hour
11/12/2024	Tuesday	2:30 p.m.	Executive Session				
				Discussion and consultation regarding personnel matters, specifically to discuss Magistrate Judge Paul Schlegel's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).	Special	Schlegel	1 hour
11/12/2024	Tuesday	3:30 p.m.	Special Meeting				
				AB 3116 Discussion/possible action regarding a Resolution approving the canvass of the City's General Election held on November 5, 2024.	Special	Cook	2 min
				Public Forum/Recognition of Outgoing Councilors	Public Forum	Council	15 min
				Swearing In of Newly Elected Council Members By Magistrate Judge Paul Schlegel.	Special	Cook	10 min
				AB 3117 Discussion/possible action regarding the appointment of a Vice Mayor.	Appointments	Cook	5 min
11/12/2024	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3107 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and Arizona Department of Transportation (ADOT) regarding the construction of Shelby Drive Shared Use Path in the amount of \$500,000.00	Consent	Ueda/Phillips	NA
				Proclamation, Sedona Kindness Day, November xx, 2024	Consent	Kinsella/Ploog	NA
				Proclamation, Sedona Kindness Day, November xx, 2024	Proclamation	Kinsella/Ploog	5 min
				AB 3124 Discussion/possible action regarding the award of a Construction Contract for the PR Buildout of Ranger Station Park Project, Restroom.	Regular	Farhat/Phillips	5 min

				AB 3125 Public hearing/discussion/possible action regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include allowances for Accessory Dwelling Units (ADUs), updates to reflect State legislation regarding time frames for processing residential rezoning applications, and updates to definitions to more accurately define terms. Case Number: PZ24-00010 (LDC) Applicant: City of Sedona.	Regular	Meyer	30 min
				AB 3071 Public Hearing #2 on draft Development Impact Fees LUA and IIP	Regular	Spickard	1 hour
				AB 3129 Tourism Update including results of summer marketing campaign, branding concepts, winter marketing campaign concepts.	Regular	Browne	1.5 hour
				AB 3066 Discussion/possible action regarding future meeting and agenda items.	Regular	Spickard	5 min
11/13/2024	Wednesday	3:00 p.m.	Special Meeting				
				AB 3086 Discussion/possible action regarding the Sedona in Motion Transportation program update.	Regular	Harris	2 hours
11/26/2024	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3095 Public hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Fee Schedule.	Regular	Cook	30 min
11/27/2024	Wednesday	3:00 p.m.	Special Meeting	No work session due to holiday			
12/10/2024	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3128 Presentation/discussion regarding Arts & Culture Program Update including details on how the arts are supported through various creative programs, as well as through our Public Art Ordinance and Small Grants Program.	Regular	Lattanzi	1 hour
12/11/2024	Wednesday	8:00 a.m.	Special Meeting				
				Hold for Council Retreat - Tentative			
12/12/2024	Thursday	8:00 a.m.	Special Meeting				
				Hold for Council Retreat - Tentative			