

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

REVISED

TUESDAY, OCTOBER 25, 2022

NOTES:

- Public Forum:
Comments are generally limited to **3 minutes**.
- Consent Items:
Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

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

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

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

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

2. CITY'S VISION

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - October 05, 2022 City Council Special Meeting - Executive Session.
- Minutes - October 11, 2022 City Council Special Meeting - Executive Session.
- Minutes - October 11, 2022 City Council Regular Meeting.
- Minutes - October 12, 2022 City Council Special Meeting.
- Approval of Proclamation, Sedona Kindness Day, November 13, 2022.
- Approval of Proclamation, Toys for Tots 75th Anniversary, November 10, 2022.

4. APPOINTMENTS - None.

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

6. PUBLIC FORUM

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- Sedona Kindness Day, November 13, 2022.
- Toys for Tots 75th Anniversary, November 10, 2022.

8. REGULAR BUSINESS

- AB 2858 **Presentation/discussion/possible direction** regarding the City of Sedona's participation with Yavapai County Broadband Final Mile Initiative and Optima (formerly Suddenlink and Altice).
- AB 2847 **Discussion/possible action** regarding authorization of a proposed fare and fare policy for the city's MicroTransit service and direct staff to seek public comment.
- AB 2882 **Discussion/possible action** regarding the approval of a Resolution authorizing the City of Sedona to enter into a purchase agreement to acquire the property at 2250 Shelby Dr. in an amount not-to-exceed \$1,500,000 and authorization of possible budget transfer of contingency and other funds of up to \$1,500,000 and authorization of possible cash transfer of General Fund monies of up to \$690,000.
- Reports/discussion** regarding Council assignments.
- Discussion/possible action** regarding future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Page 2, City Council Meeting Agenda Continued

9. EXECUTIVE SESSION

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

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Discussion and consultation to consider its position and instruct its attorney and designated representatives regarding negotiations for the purchase, sale or lease of real property located at 2250 Shelby Drive. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(7).
- c. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

Posted: 10/20/2022

By: DJ

JoAnne Cook, CMC
City Clerk

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

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

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

**Action Minutes
Special City Council Meeting
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Wednesday, October 5, 2022, 5:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 5:01 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson, Councilor Jessica Williamson. Councilor Kathy Kinsella was excused absent. Councilors Ploog and Thompson attended via Zoom.

Staff Present item 3a: City Attorney Kurt Christianson, Magistrate Judge Paul Schlegel, City Manager Karen Osburn, and City Clerk JoAnne Cook.

Staff Present item 3b: Magistrate Judge Paul Schlegel and JoAnne Cook.

3. Special Business

Motion: Councilor Williamson moved to enter into Executive Session at 5:02 p.m. **Seconded by Councilor Lamkin. Vote:** Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

- a. **Discussion and consultation for legal advice with the City Attorney regarding judicial evaluation. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3).**
- b. **Discussion and consideration of the one-year evaluation and other terms of employment of City Magistrate Paul Schlegel including expectations and goal setting. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).**
- c. **Return to open session. Discussion/possible action regarding executive items.**

Reconvened in open session at 7:00 p.m. No action taken.

4. Adjournment

Mayor Moriarty adjourned the meeting at 7:00 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 5, 2022.

JoAnne Cook, City Clerk

Date

**Action Minutes
Special City Council Meeting
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Wednesday, October 11, 2022, 3:00 p.m.**

1. Call to Order

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

2. Roll Call

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

Staff Present item 3: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, and City Clerk JoAnne Cook.

3. Special Business

Motion: Councilor Kinsella moved to enter into Executive Session at 3:01 p.m. Seconded by Councilor Vice Mayor Jablow. Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, 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 the Cultural Park property. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(4) & (7).**

Questions and comments from Council.

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

Reconvened in open session at 3:58 p.m.

4. Adjournment

Mayor Moriarty adjourned the meeting at 3:58 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 11, 2022.

JoAnne Cook, City Clerk

Date

**Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 11, 2022, 4:30 p.m.**

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

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

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

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, Assistant City Manager/Director of Public Works Andy Dickey, City Attorney Kurt Christianson, Police Chief Stephanie Foley, Senior Code Enforcement Officer Brian Armstrong, Code Enforcement Officer Stan Durkalec, Assistant Director of Engineering/Public Works Sandy Phillips, Arts Coordinator Nancy Lattanzi, Housing Coordinator Kim Steffgen, and City Clerk JoAnne Cook.

2. City's Vision/Moment of Art

The City's Vision video was played.

Nancy Lattanzi introduced two professional actors, Shondra Jepperson and Dev Ross, who will be in character at the Sedona Heritage's *Voices from the Grave Cemetery Walk*. They gave a brief performance of their characters who will be featured at the upcoming cemetery walk. They encouraged all to attend the event on October 28th & 29th from 3:00-4:00 p.m. at the Cook Cedar Glade Cemetery located at 101 Airport Drive. Visit sedonamuseum.org for information, show schedules, and tickets.

3. Consent Items

- a. **Minutes - September 27, 2022 City Council Special Meeting—Executive Session.**
- b. **Minutes - September 27, 2022 City Council Regular Meeting.**
- c. **Minutes - September 28, 2022 City Council Special Meeting.**
- d. **AB 2873 Approval of a contract with Sedona Red Rock Trail Fund for trail maintenance and enhancement for FY 23 with a renewal for three succeeding years at an amount of \$52,000 per year.**
- e. **AB 2869 Approval of a recommendation regarding a new Series 10 Beer and Wine Store Liquor License application for Sedona Best Western Plus Arroyo Roble Hotel & Creekside Villas located at 400 N STATE ROUTE 89A, Sedona, AZ (License # 209730).**
- f. **AB 2877 Approval of additional construction contract expenditures for the Chapel Road Shared Use Path Improvements Project, for cumulative change orders exceeding 10% of the original contract value.**
- g. **Approval of Proclamation, Keep Sedona Beautiful Day, October 19, 2022.**
- h. **Approval of Proclamation, National Domestic Violence Awareness Month, October 2022.**
- i. **Approval of Proclamation, National Code Compliance Month October 2022.**

Sedona City Council
Regular Meeting
Tuesday, October 11, 2022
4:30 p.m.

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

4. Appointments - None.

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

Vice Mayor Jablow said the Uptown Trick or Treat will take place on Monday, October 31, 2022 from 5:00 -8:00 p.m., there will be treats and a scavenger hunt. Sedona Shuttle will be offering free shuttle services from Posse Grounds Park; StoryTime in the Park takes place on Wednesdays at 9:00 a.m. at the Sunset Park, this is free and geared to ages 4-8 yrs.; and, Yappy Hour is held on Thursdays, 8:00-9:00 a.m. at the lower softball field at Posse Grounds Park.

6. Public Forum – None.

Opened to the public at 4:47 p.m. Brought back to Council at 4:47 p.m.

7. Proclamations, Recognitions & Awards

a. Keep Sedona Beautiful Day, October 19, 2022.

Mayor Moriarty presented the Proclamation to Craig Swanson who accepted on behalf of Keep Sedona Beautiful. Craig said KSB is looking forward to the continuation of a great relationship for the next 50 years.

b. National Domestic Violence Awareness Month, October 2022.

Mayor Moriarty presented the Proclamation to Vivien Mann. Vivien accepted on behalf of the Verde Valley Sanctuary. Vivian thanked Council for their support and talked about the programs and the services offered to survivors from the Verde Valley Sanctuary.

c. National Code Compliance Month, October 2022.

Mayor Moriarty presented the Proclamation to Senior Code Enforcement Officer Brian Armstrong and Code Enforcement Officer Stan Durkalec. Brian thanked Council for their support. Karen Osburn recognized and thanked Brian and Stan for their work and commended them on the high level of service they to the community. Karen said this is the best team the City's Code Enforcement Division has had.

8. Regular Business

a. AB 2876 Discussion/presentation regarding Jail District Sales Tax Proposition #445.

Questions and comments from Council. For presentation and discussion only.

b. AB 2874 Discussion/possible action regarding the approval of a contract with EM Partners for the Sedona Evacuation/Re-Entry Plan and Traffic Study at an amount not-to-exceed \$303,247.10 and of the acceptance of \$175,000 in grant funds through the Arizona Department of Fire and Forestry Management to fund a portion of the plan.

Presentation by Joanne Keene, Chief Foley, Coconino County Office of Emergency Management Director Wes Dison, and Andy Dickey.

Questions and comments from Council.

Sedona City Council
Regular Meeting
Tuesday, October 11, 2022
4:30 p.m.

Opened to the public at 6:13 p.m.

Jen Farnsworth, Sedona, spoke in favor of the study. She thanked the Councilors Holli Ploog, Kathy Kinsella, Joanne Keene, and retired Chief Husted for their support and engagement through the course of the planning. She thanked Council for their action regarding emergency preparedness and evacuation planning.

Brought back to Council at 6:16 p.m.

Motion: Councilor Ploog moved to approve the contract with Emergency Management Partners for the Sedona Evacuation/Re-Entry Plan and Traffic Study in an amount not-to-exceed \$303,247.10 and approve the acceptance of \$175,000 in grant funds through the Arizona Department of Fire and Forestry Management to fund a portion of the plan. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

Break at 6:20 p.m. Reconvened at 6:42 p.m.

c. AB 2868 Discussion/possible action regarding approval of the construction contract for SIM-11e Navoti Road to Dry Creek Road Shared Use Path Improvement Project.

Presentation by Sandy Phillips and Andy Dickey.

Questions and comments from Council.

Opened to the public at 7:17 p.m.

Carol Small, Sedona, and Wes Little, Sedona voiced concerns with the Navoti Road to Dry Creek Shared Use Path (SUP) and requested higher fencing with the addition of one more split-rail and extend the linear feet of the fence along the path. Sedona Library Director Judy Poe, Village of Oak Creek, and Sedona Charter School Board Secretary John Griffin, Sedona, spoke in favor of the SUP.

Brought back to Council at 7:32 p.m.

By majority consensus, Council directed staff to install a three-rail split-rail fence and to extend the linear ft. of the fencing along the path where the City Engineer determines necessary.

Motion: Councilor Thompson moved to approve award of the construction contract with Standard Construction Company, Inc. for Phase One of Navoti Drive to Dry Creek Road Shared Use Path Project in an amount not-to-exceed \$498,694.78, subject to approval of the written contract by the City Attorney's Office, as amended. Seconded by Councilor Williamson. Vote: Motion carried with six (6) in favor (Moriarty, Jablow, Lamkin, Ploog, Thompson, and Williamson) and one (1) opposed (Kinsella).

d. Reports/discussion regarding Council assignments

None.

e. Discussion regarding ideas for future meeting/agenda items

None.

9. Executive Session

Sedona City Council
Regular Meeting
Tuesday, October 11, 2022
4:30 p.m.

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

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

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 7:57 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on October 11, 2022.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, October 12, 2022, 3:00 p.m.**

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

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

2. Roll Call

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

Staff Present: City Manager Karen Osburn, City Attorney Kurt Christianson, Deputy City Manager Joanne Keene, Assistant City Manager/Director of Public Works Andy Dickey, Engineering Supervisor Kurtis Harris, Associate Engineer Bob Welch, Transit Administrator Robert Weber, Lauren Browne, City Clerk, JoAnne Cook, Deputy City Clerk Cherise Fullbright.

3. Special Business

a. AB 2378 Discussion/possible direction regarding the Sedona in Motion transportation program.

Presentation Andrew Baird with Kimley-Horn and Associates, Inc., Andy Dickey, Robert Weber, Karen Osburn, Kurtis Harris, Robert Weber, and Kurt Christianson.

Opened to the public at 4:33 p.m.

The following spoke regarding this item: Richard Deeter, Sedona, Mark TenBroek on behalf of himself and Joseph Zani, Sedona, Ann Kelley, Sedona, Donna Joy Varney, Sedona, Ford, Sedona, Jen Farnsworth, Sedona, MaryAnn Livingstone, Sedona, Janet Sabitino, Sedona, Chris Nichols, Sedona.

Brought back to Council at 4:58 p.m.

Additional questions and comments from Council.

Vice Mayor Jablow excused himself from the meeting at 5:56 p.m.

By majority consensus, Council agreed the “mobility hub” under SIM-3 should be referred to as *Ride Exchange* moving forward, supported the City Manager’s recommendation to postpone the parking garage at this time and redirect the bond funds to other projects, and expressed an interest in a program allowing dogs on Sedona transit only with a muzzle and leash OR carrier.

b. Discussion regarding ideas for future meeting/agenda items

None.

4. Executive Session

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

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

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

No Executive Session was held.

5. Adjournment

Mayor Moriarty adjourned the meeting at 6:22 p.m. without objection.

I certify that the above are the true and correct actions of the City Council Meeting held on October 12, 2022.

Cherise Fullbright, Deputy City Clerk

Date

**Office of the Mayor
City of Sedona, Arizona**



**Proclamation
Sedona Kindness Day
November 13, 2022**

WHEREAS, "Kindness gives birth to kindness"- Sophocles; and

WHEREAS, "Kindness is the language the deaf can hear and the blind can see"- Mark Twain; and

WHEREAS, "Deeds of kindness are equal in weight to all the commandments"- The Talmud; and

WHEREAS, kindness is a fundamental part of the human condition which bridges the divides of race, religion, politics, and gender; and

WHEREAS, in 1998, World Kindness Day was introduced by the World Kindness Movement, to highlight good deeds in all communities, focusing on the positive power and the common thread of kindness that binds us; and

WHEREAS, a group of Sedona citizens formed SedonaKind to help spread kindness and encourage acts of kindness locally and around the world, and to urge all citizens to create their own acts of kindness, to pay it forward, and to match the magic and transformative powers of our Red Rocks with the kindness of all the citizens who live here.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, in recognition of the historical value and the international commitment to observing a day to celebrate kindness, do hereby proclaim Sunday, November 13, 2022 as Sedona Kindness Day and encourage all citizens of Sedona to acknowledge and take to heart the statement by Seneca "Wherever there is a human being, there is an opportunity to be kind".

Issued this 25th day of October 2022.

Sandra J. Moriarty

ATTEST:

JoAnne Cook, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	Jawn McKinley or Joy Sinnott
Contact Phone Number	928- 282-2690 1-970-946-3981
Contact Mailing Address	49 Pinon Court Sedona Az 86336
Contact Email Address	jawnmckinley@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	SedonaKind
Website Address (if applicable)	SedonaKind.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Scott Jablow Kathy Kindsella
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	11/13/ 2022
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	Presentation at Meeting Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Jawn McKinley 928-282-2690 jawnmckinley@gmail.com Joy Sinnott 1-970-946-3981 joymsinnott@msn.com

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

The mission statement of SedonaKind is "to encourage acts of kindness, large and small, locally and around the world"

SedonaKind began in 2015, was under the umbrella of Cornucopia Community Advocates until 2020, when we became our own NPO.

It is a totally volunteer organization, in 2020 we were named non-profit of the year by the Sedona chapter of the Arizona Community Foundation.

We have partnered with over 20 NPO organizations in Sedona to create special kindness events and projects.

A few of our signature projects include our Kindness in Schools Committee, which goes into West Sedona School, Oak Creek School and the Charter school to read curated kindness books to the children, with activities and puppet shows. We have provided school supplies for the teachers for the past 4 years. During the pandemic, when we couldn't go into the classrooms, we created a Kindness Corner at the Library in the Children's Room, with 50 take away kindness craft Kits every month and a Kindness Tree where the children could make ornaments and record their own acts of kindness.

Some other projects include: Operation Special Delivery- honoring unsung heroes in our community, supporting local Veterans, Kind Art From the Heart with the Boys and Girls Club, Donating 16 permanent Kindness Benches to the City of Sedona, knitting over 900 knitted hats each year for the school children. Creating over 8000 Kindness Charms which are in very

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

World Kindness Day is November 13th around the world, and SedonaKind began asking our City to join us in recognizing this important day. We started with one Kindness day, then a Kindness Week, and now we call it a 'Season of Kindness'. It includes special activities in all the schools with our Kindness in School Committee, Gratitude Trees which are put up in schools, our Library, businesses and nursing homes where the community can write on special ornaments what they are grateful for. We create and distribute Blessing Bags for homeless Veterans. Our Kindness Day movie at the Mary Fisher Theater as we partner with the Sedona Film Festival is a fund raiser which donates the profits to different causes in our community each year. All tickets are priced so all can attend, and we have a matching anonymous donor each year who matches the funds and donations we receive. We have donated to food insecurity programs, PTSD Veteran support, and schools and teachers to name a few. This Proclamation is the official beginning of our Season of Kindness, and we reach many hundreds of our community members in all age groups with all the different events we offer during this time. The support of our City is an important factor in promoting and highlighting these events. We will have coverage in Sedona Monthly, the Red Rock News, Sedona.Biz, and social media, and with the different groups we partner with. SedonaKind is grateful for the support by the city in the past, and hopes to make this 2022 Season of Kindness the most inclusive and most far reaching one ever.

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

*Office of the Mayor
City of Sedona, Arizona*



**Proclamation
Toys for Tots 75th Anniversary
November 10, 2022**

WHEREAS, the Marine Corps Reserve Toys for Tots program is celebrating its 75th anniversary year in 2022, providing hope and the magic of Christmas to over 281 million less fortunate children for over seven decades. Toys for Tots was created in 1947 by Reserve Major Bill Hendricks, with the Program expanding Nationwide in 1948; and

WHEREAS, Toys for Tots is active in all 50 states, Washington, DC, Puerto Rico, Guam, and the Virgin Islands in over 830 communities. Toys for Tots receives support from over 50,000 volunteers each fall helping to collect, sort and distribute an average of 18 million toys to 7 million less fortunate children annually; and

WHEREAS, Sedona Toys for Tots was first sponsored in 2009 by the Sedona Marine Corps League Detachment 1237, which now has evolved into Sedona Area Veterans and Community Outreach (SAVCO); and

WHEREAS, Sedona Coordinators Karen and Leonard Barrow were selected as Region 6 LCO Coordinators of the Year in 2021. Region 6 includes 127 campaigns in ten Western states and Guam; and

WHEREAS, during 2021, Sedona Toys for Tots distributed 3,938 toys to 1,155 children in the Sedona area. Seventy fortunate children also received bicycles and helmets. Sedona Toys for Tots continues to serve children in Sedona, Beaver Creek, Oak Creek School and the Hopi School.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim Thursday, November 10, 2022 as "Toys for Tots 75th Anniversary" in recognition of all the volunteers and community partners who have helped to provide hope and the magic of Christmas to less fortunate children.

Issued this 25th day of October 2022.

Sandra J. Moriarty

ATTEST:

JoAnne Cook, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	Len and Karen Barrow
Contact Phone Number	928-274-0734
Contact Mailing Address	Sedona Az 86336
Contact Email Address	sedona42@esedona.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Toys for Tots
Website Address (if applicable)	sedona-az.toysfortots.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Sandy Moriarty Tom Lamkin
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	11/10/ 2022
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	Yes
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Len and Karen Barrow 928-274-0734 / 928-274-0876 sedona.az@toysfortots.org

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

The mission of the U.S. Marine Corps Reserve Toys for Tots Program is that Toys for Tots Coordinators conduct local community toys collection campaigns from October through December each year. Local TFT Coordinators, working with local social welfare agencies/organizations/groups, church groups and other local philanthropic organizations, complete the toy distribution to less fortunate children of the community on or about 20 - 24 December. The TFT program is inclusive and assists all less fortunate children within their capabilities during the Christmas holiday season. Every economically disadvantaged family who registers, no matter their race, ethnicity, religious affiliation, gender, age, sexual orientation, and disability, will receive toys for their children, as long as the local campaign has donated toys to support them.

Sedona Toys for Tots was established in 2009, by the Sedona Marine Corps Detachment 1237, covering the area of Sedona, VOC and Oak Creek Canyon. Due to the generosity of the local residents, Sedona TFT has expanded its program to include Beaver Creek Kiwanis, Oak Creek School, Verde Valley Sanctuary and the Hopi School. During the 2021 campaign, Sedona Toys for Tots distributed 3,938 toys to 1,155 children in the Sedona area. Seventy fortunate children also received bicycles and helmets.

Sedona Toys for Tots collaborates with many different community organizations to fulfill their mission, including Sedona Community Food Bank, Sedona School District and other Sedona Schools, St. Vincent de Paul Food Pantry, Rotary Club, churches in the area, Seven Canyons Resorts, Sedona Winds and Sedona Fire District.

The Sedona Fire District honored Karen & Leonard Barrow/Sedona Toys for Tots as the 2019 Outstanding Citizen/Community Organization of the Year in 2021. Sedona Coordinators, Karen and Leonard Barrow, were selected as Region 6 LCO (Local Community Organization) Coordinators of the Year in 2021. Region 6 includes 127 campaigns in ten Western states and Guam. They were honored on September 2022 at an Awards Dinner at the National Toys for Tots Conference in Washington, D. C.

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

Sedona Toys for Tots provides toys to less fortunate families, showing that the community cares and providing a tangible sign of hope and joy to economically disadvantaged children at Christmas time. Toys for Tots supports the cities vision of nurturing and connecting people.

This Fall marks the 75th anniversary of Toy for Tots. We've been providing joy to children in need since 1947, when USMCR Major Bill Hendrick's wife inspired him to create an organization that assisted less fortunate children.

For over seven decades, the Program has grown exponentially, having delivered hope and the magic of Christmas to over 281 million less fortunate children. Now, in our 75th year, Toys for Tots also provides support year-round to disadvantaged children experiencing challenges and exceptional circumstances, thus sending a message of hope beyond the holiday season. We look forward to continuing making a difference in the lives of children in need for more years to come.

We would like to announce the City of Sedona's Proclamation supporting Sedona Toys for Tots 75th Anniversary at our annual Sedona Winds Gourmet Italian Dinner Fundraiser hosted by Sedona Winds Retirement Community on Sunday, November 3, 2022. We will also provide media coverage in various local news outlets. The Toys for Tots campaign runs from October 1 through December 24th each year but we have chosen November 10 to commemorate the 75th Anniversary as it's a very special day for every Marine. November 10th is the 247th Anniversary of the United States Marine Corps. Marines believe that every child deserves a little Christmas!



CITY COUNCIL AGENDA BILL

AB 2858
October 25, 2022
Regular Business

Agenda Item: 8a

Proposed Action & Subject: Presentation/discussion/possible direction regarding the City of Sedona's participation with Yavapai County Broadband Final Mile Initiative and Optima (formerly Suddenlink and Altice).

Department	Economic Development
Time to Present	30 minutes
Total Time for Item	60 minutes
Other Council Meetings	September 14, 2021 (AB 2682)
Exhibits	A. Presentation from 2021 B. Updated 2022 Presentation

City Attorney Approval	Reviewed 10/18/22 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For presentation and discussion only.	Amount Budgeted
		\$ 494,000
		Account No. 18-6330-01-6405 (Description) (Professional Services – ARPA funding)
		Finance Approval ☒

SUMMARY STATEMENT

Background:

Broadband is necessary infrastructure like roadways and other utilities. Connectivity is integral to residential, business, education, health and quality of lives. Diversifying Sedona's economy is necessary to the long-term health and sustainability of the community. The Economic Diversification Plan in 2020 identified numerous goals which the city can pursue to make significant progress in diversifying our local economy. This includes transformative projects such as broadband infrastructure improvements.

On September 14, 2021, the city council received a presentation from Yavapai County staff regarding the Yavapai County Final Mile Broadband Initiative. The city council directed staff to work with the county on the project and explore how to leverage the city's \$494,000 of ARPA funds to support this initiative to benefit our residents and businesses. A copy of the county's presentation from 9.14.21 is attached as Exhibit A for reference.

The purpose of this meeting is for Yavapai County staff and representatives from the Internet Service Provider to provide an update to the city council on this project.

The originally proposed Yavapai County Final Mile Broadband Initiative (Sept 2021) was as follows:

Yavapai County proposed to leverage its existing middle mile to deliver high-speed broadband throughout the county within 12-18 months of the project's start. The purpose was to deliver Fiber to the Premises (FTTP) Technology with the detailed plan for the deployment of high-speed broadband to reach residents in all five Yavapai County Districts.

The broadband middle mile already exists in Yavapai County. In 2018, the county leveraged over \$1.8M of funding to build reliable, high-speed broadband to 74 schools and libraries within Yavapai County. The proposed project was ready to be implemented at that time.

The Originally Proposed Project Timeline and Details:

- *Yavapai County staff and supervisors engaged with Sedona and the other municipalities in the county, presented this opportunity and sought to gain their buy-in and commitment of matching funds.*
- *By the end of September 2021- YC developed and Issued a Request for Proposal (RFP). By issuing an RFP, they sought to create competition among ISPs or network providers. The RFP provided the guidelines to the following:*
 - *Provide high speed broadband in the form of fiber to every platted residential home and business in Yavapai County within 2 years.*
 - *Ensure every Local Convergence Point (LCP) is a Type 1- single fiber feed without lease from other entities within 1 year.*
 - *Provide plan for back-up coverage from the Central Switch Point to the LCP within 1 year.*
 - *Provide the framework for every platted residential home and business to receive high-speed internet at a minimum of 100/100 Mbps, with the ability to increase to over 10 Gbps (based on the individual agreement with the ISP).*
 - *RFP to be awarded based on existing quality of service; completion of project within 2 years; ability to reach all locations in Yavapai County; illustrate a set price point for broadband usage that is economical for residents and business owners.*
- *Within 30-60 days of RFP Issued:*
 - *ISPs were to develop details for RFP*
 - *RFP Subcommittee scheduled date for RFP presentations.*
- *Within Year 1 of RFP Award*
 - *Local governments to develop and implement policies establishing the presence of adequate broadband prior to new developments.*
 - *ISP(s) finalize wholesale distribution agreements.*

- *Distribution cables, drop cables, and network access points are established.*
- *Quarterly reports to the Yavapai County BOS, county administrators, and municipality leadership.*
- *FTTP deployment and connection are established in communities and other county areas.*
- *Within Year 2 of RFP Award:*
 - *All LCP's are established as Type I carriers.*
 - *Quarterly reports to the Yavapai County BOS, county administrators, and municipality leadership.*
 - *Public service announcements and economic development marketing.*
 - *Substantial project completion.*
- *Beyond Year 2 of RFP Award:*
 - *Broadband is a utility just like water, electric and sewer/septic.*
 - *Through this project and relationship with the ISP's, Yavapai County is postured to create policy to ensure any additional platted residential homes and businesses has a plan to provide broadband.*

The Originally Proposed Projected Cost: *The total project cost was initially estimated at over \$50M.*

- *\$20M - Yavapai County had committed \$20M of its American Rescue Plan Act (ARPA) funds to this project.*
- *\$6.12M – This represented municipalities matching fund contributions. Participating municipalities must contribute the value of 20% of their ARPA funds. For Sedona, 20% of the city's ARPA allocation was \$494,000.*

Current Status of this Project and Broadband:

The Sedona project through Yavapai County is not moving forward as presented last year. The County has been successful in upgrading broadband access in other rural unincorporated portions of the county.

In spring 2022, Optima (formerly Suddenlink and Altice) responded to the Yavapai County RFP and proposed to serve our region. This presented the opportunity for the city to work with Optima to leverage the city's ARPA funds for better/more service to Sedona residents. Initially, Optima told city staff there were upwards of 3000 passings/residences that are under/unserved that could be improved. While this wasn't a community-wide solution, it was a significant number of residences that could have ended up with improved connectivity. At that time staff attempted to try to work with Optima and Yavapai County to better understand the service level criteria and potential contract terms, and to further collaborate with the provider to seek more upgrade options for Sedona.

In June 2022, city staff heard from Optima that they were incorrect in the original number of passings/residences they projected. The real number was 150. At that point Optima decided not to move forward with this project in Sedona. Optima stated they have a goal to upgrade Sedona in two to three years, but it will not be done in conjunction with the Yavapai County RFP.

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

Expanding broadband and connectivity support sustainable economic development and diversification. This supports and is consistent with broad connectivity and quality of life goals of our sustainability program.

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s):

MOTION

I move to: presentation, discussion and possible direction only.



Broadband in Yavapai County

(As of August 2021)

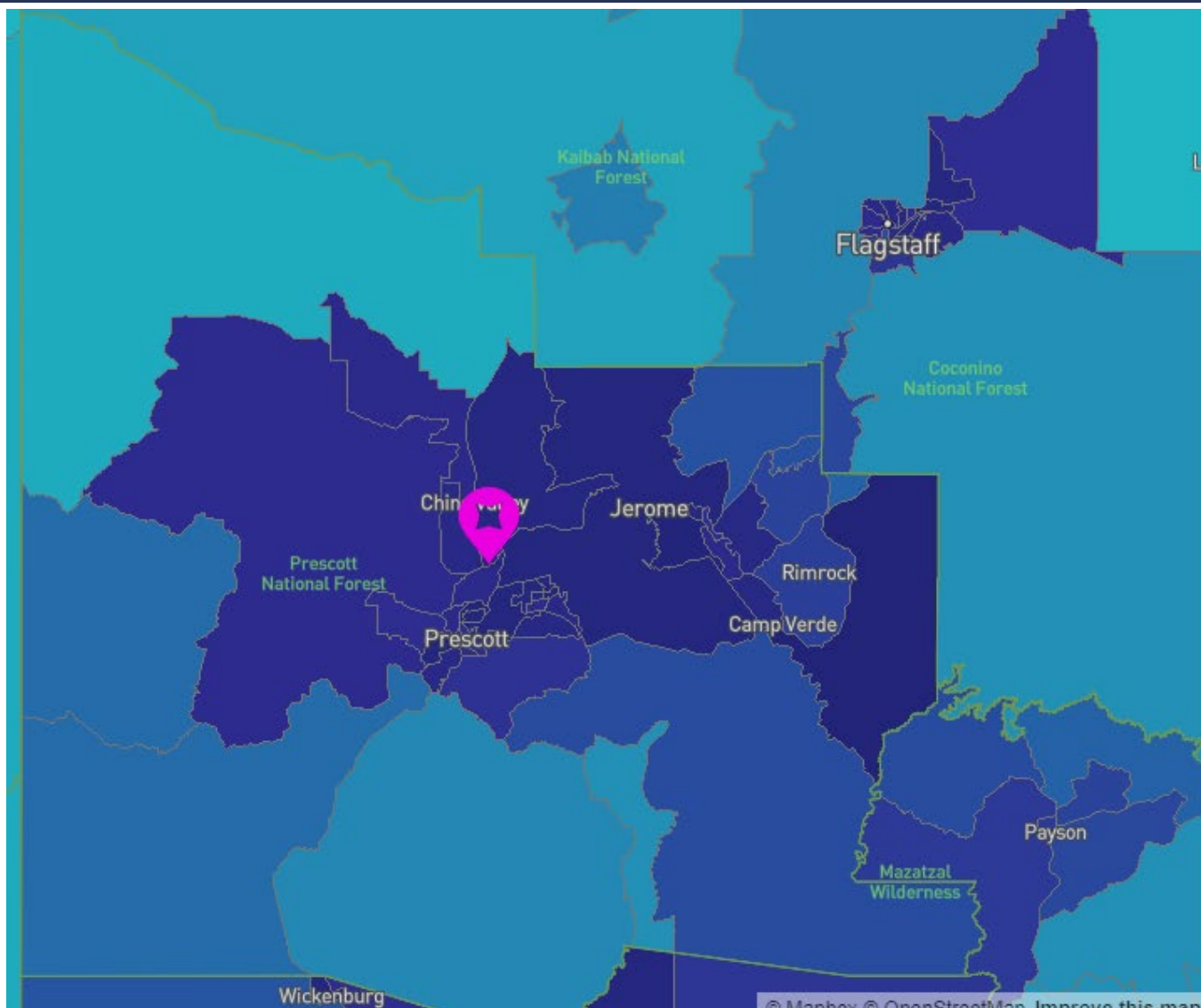
Agenda



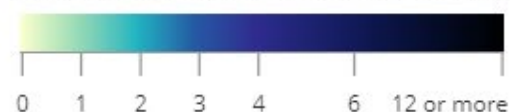
- Current Broadband Situation in Yavapai County
- Middle Mile versus Final Mile
- Method to Accomplish
- Timeline
- BOS Guidance and Requests



Current Broadband Situation



Number of Fixed Residential Broadband Providers

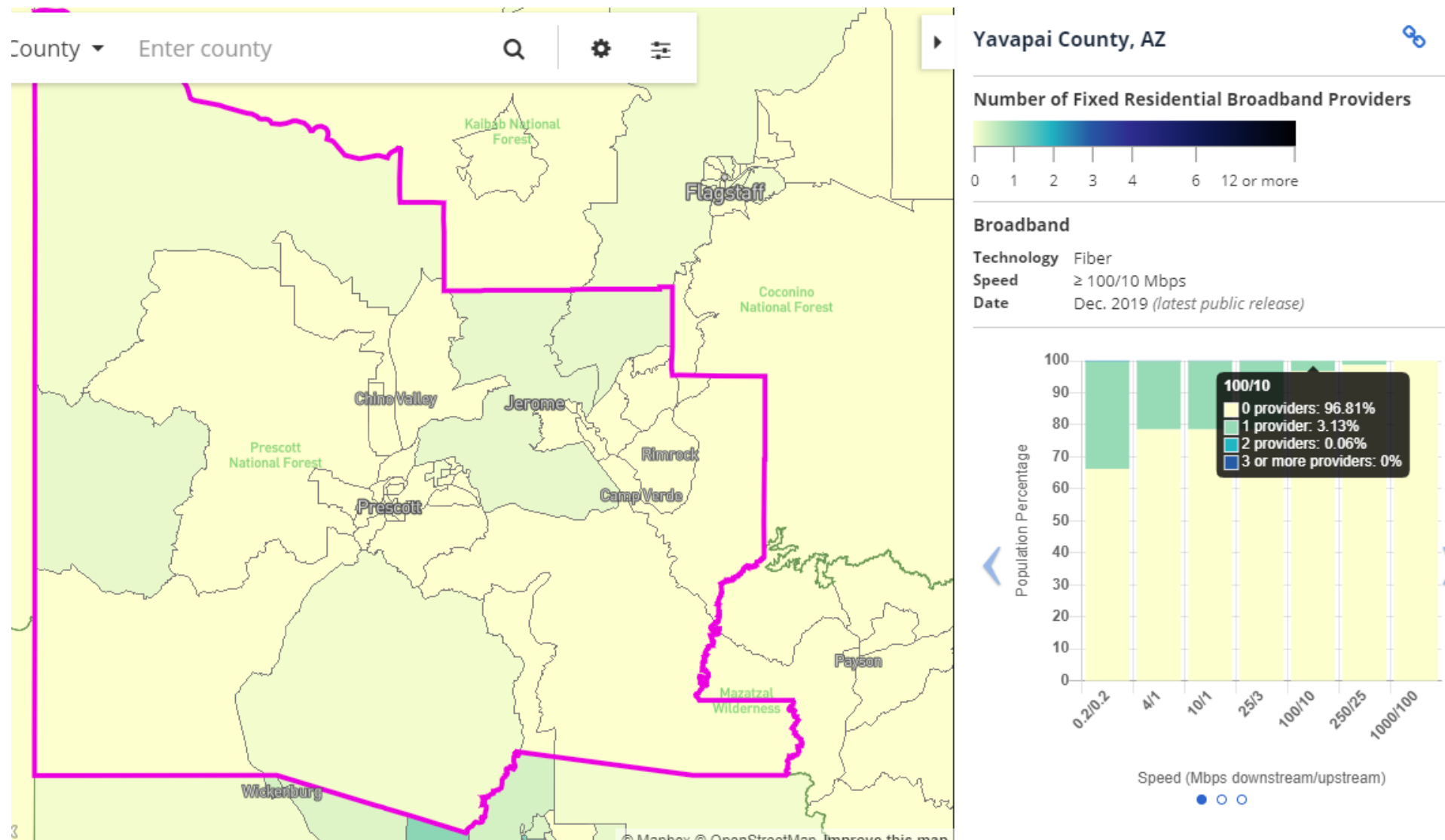


Broadband

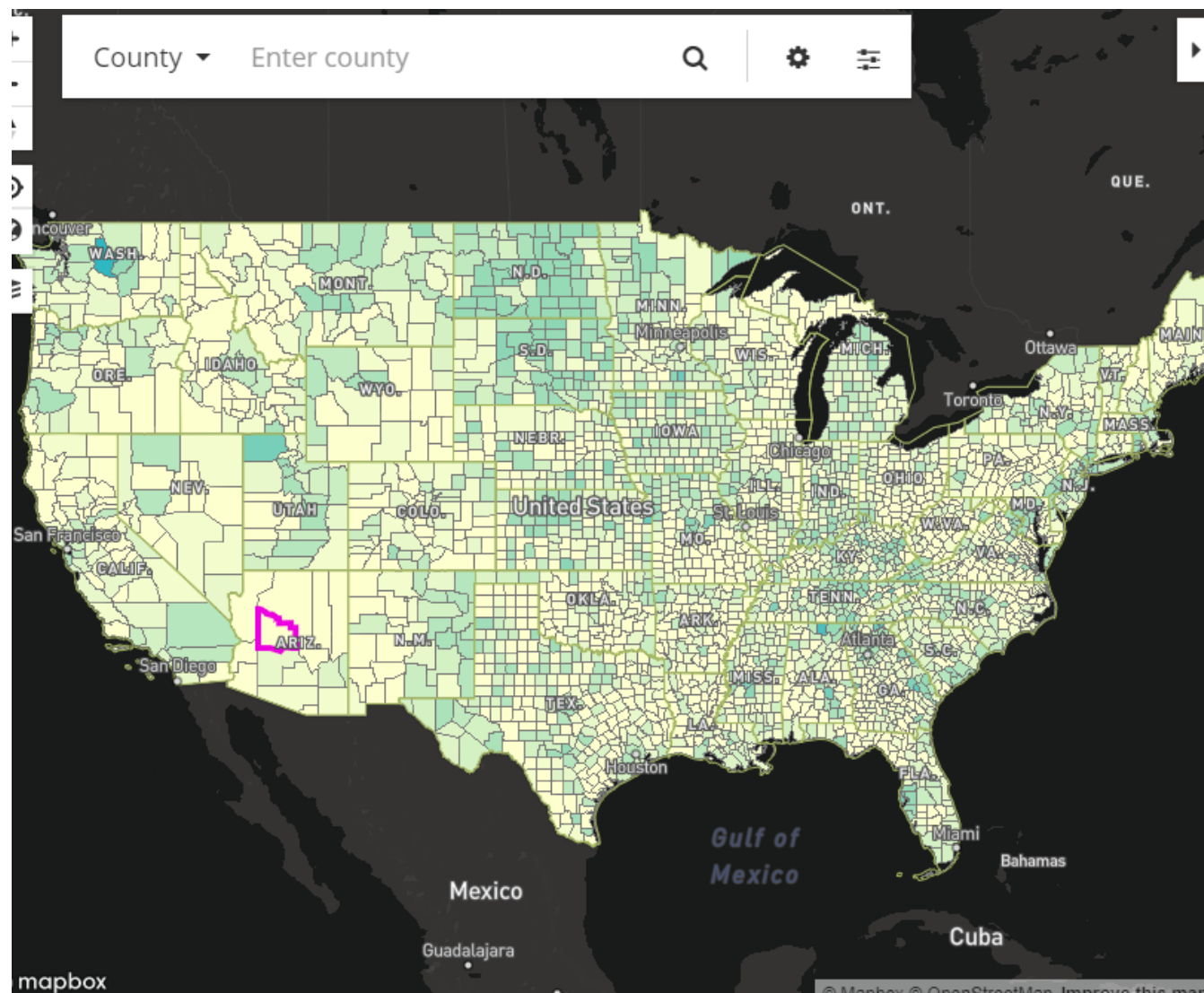
Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other
Speed $\geq 25/3$ Mbps
Date Dec. 2019 (latest public release)

Provider	Tech	Down ▼ (Mbps)	Up (Mbps)
Cable One, Inc.	Cable	1000	50
ViaSat, Inc.	Satellite	100	3
CenturyLink, Inc.	ADSL	100	10
Bolt Internet Inc.	Fixed Wireless	25	5
Hughes Network Systems, LLC	Satellite	25	3
CenturyLink, Inc.	ADSL	7	0.896
VSAT Systems, LLC	Satellite	2	1.3

Current High-Speed Broadband Situation

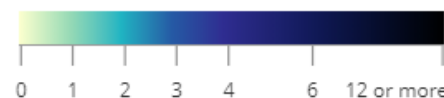


Nationwide High-Speed Broadband Situation



Yavapai County, AZ

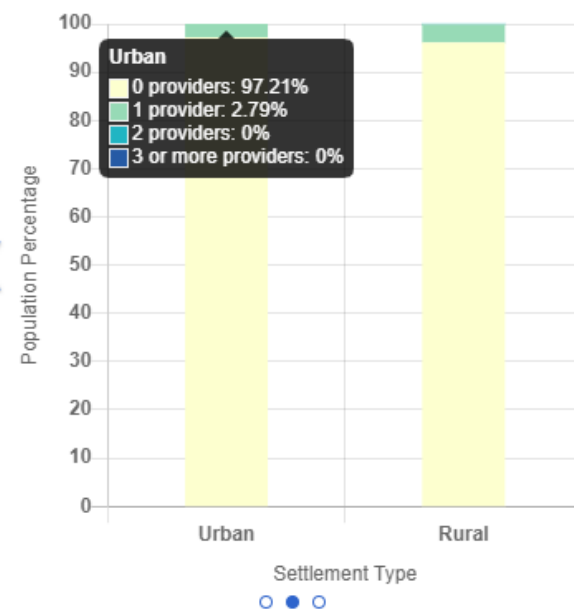
Number of Fixed Residential Broadband Providers



Broadband

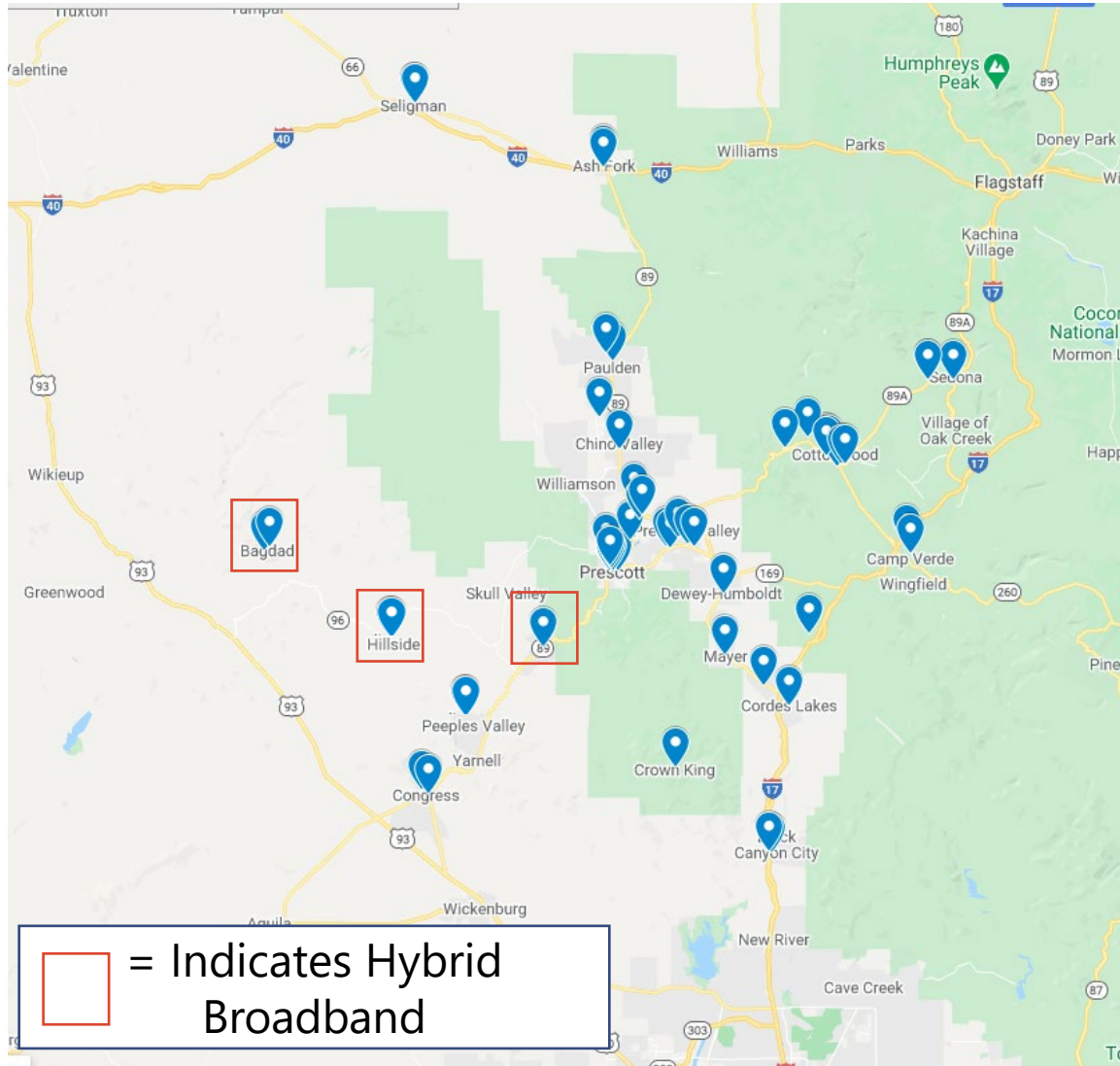
Technology Fiber
Speed $\geq 100/10$ Mbps
Date Dec. 2019 (latest public release)

Urban Total = 147,836 Rural Total = 87,263





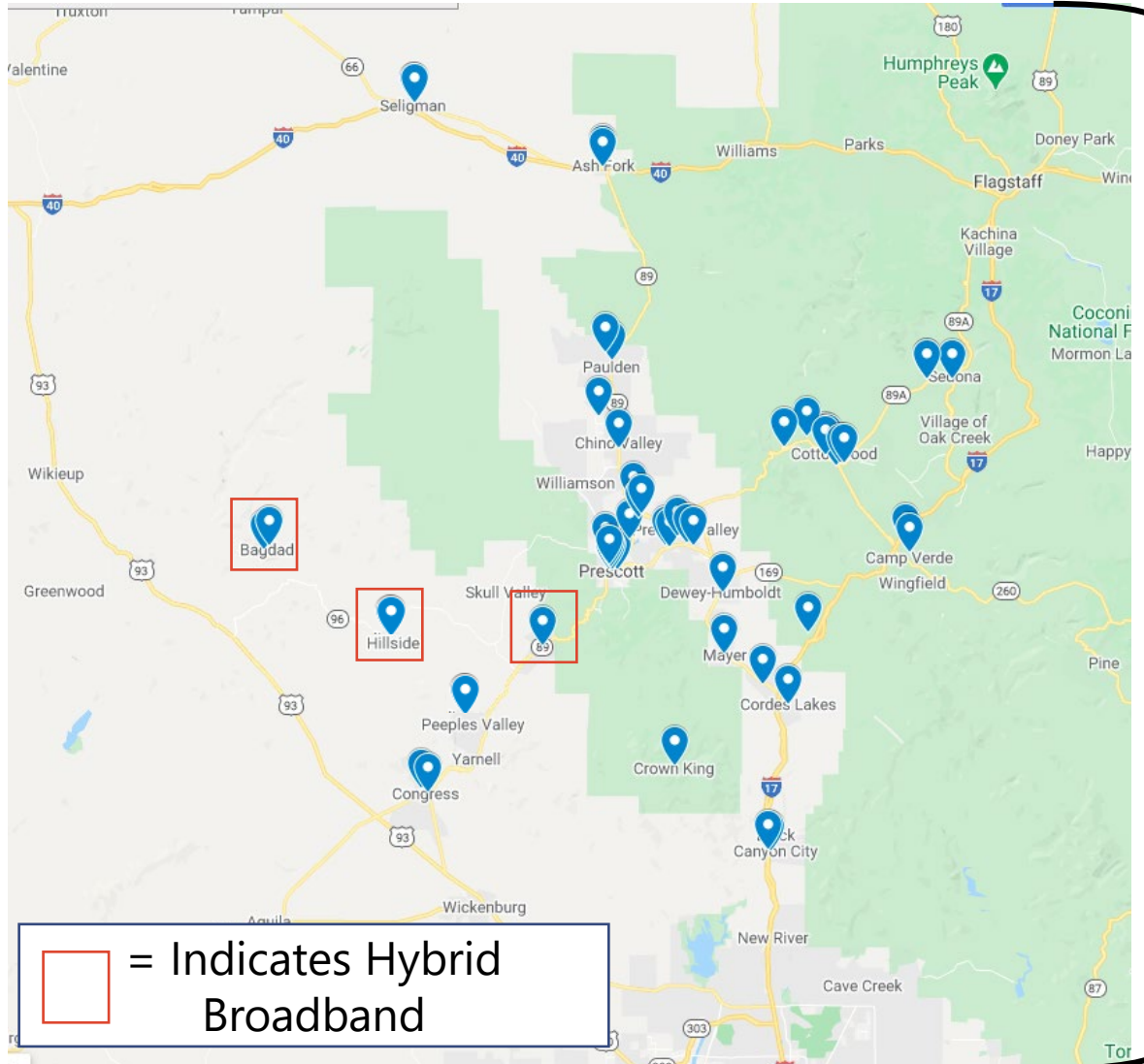
High-Speed Broadband Delivery to Schools and Libraries



- 74 Schools and libraries connected through high-speed internet
- Not all locations have dedicated fiber to location (hybrid)
- High-speed broadband delivery achieved through \$1.8Mil funding
- RFP awardee kicked in an additional \$1.7Mil to complete the work
- 87% price reduction!!!



High-Speed Broadband Delivery to Schools and Libraries

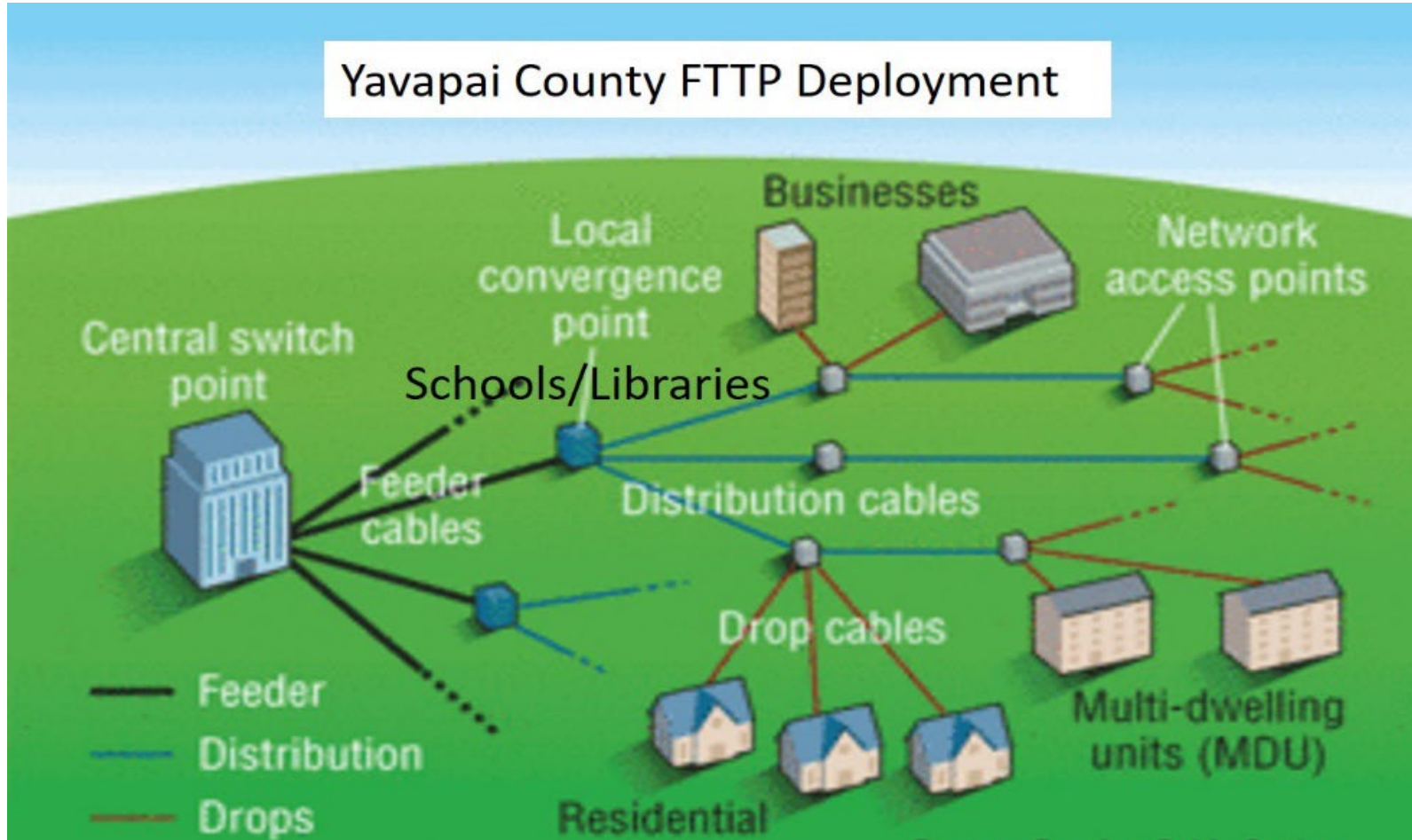


This is Yavapai County's Middle Mile!

Technology for Final Mile



Yavapai County FTTP Deployment



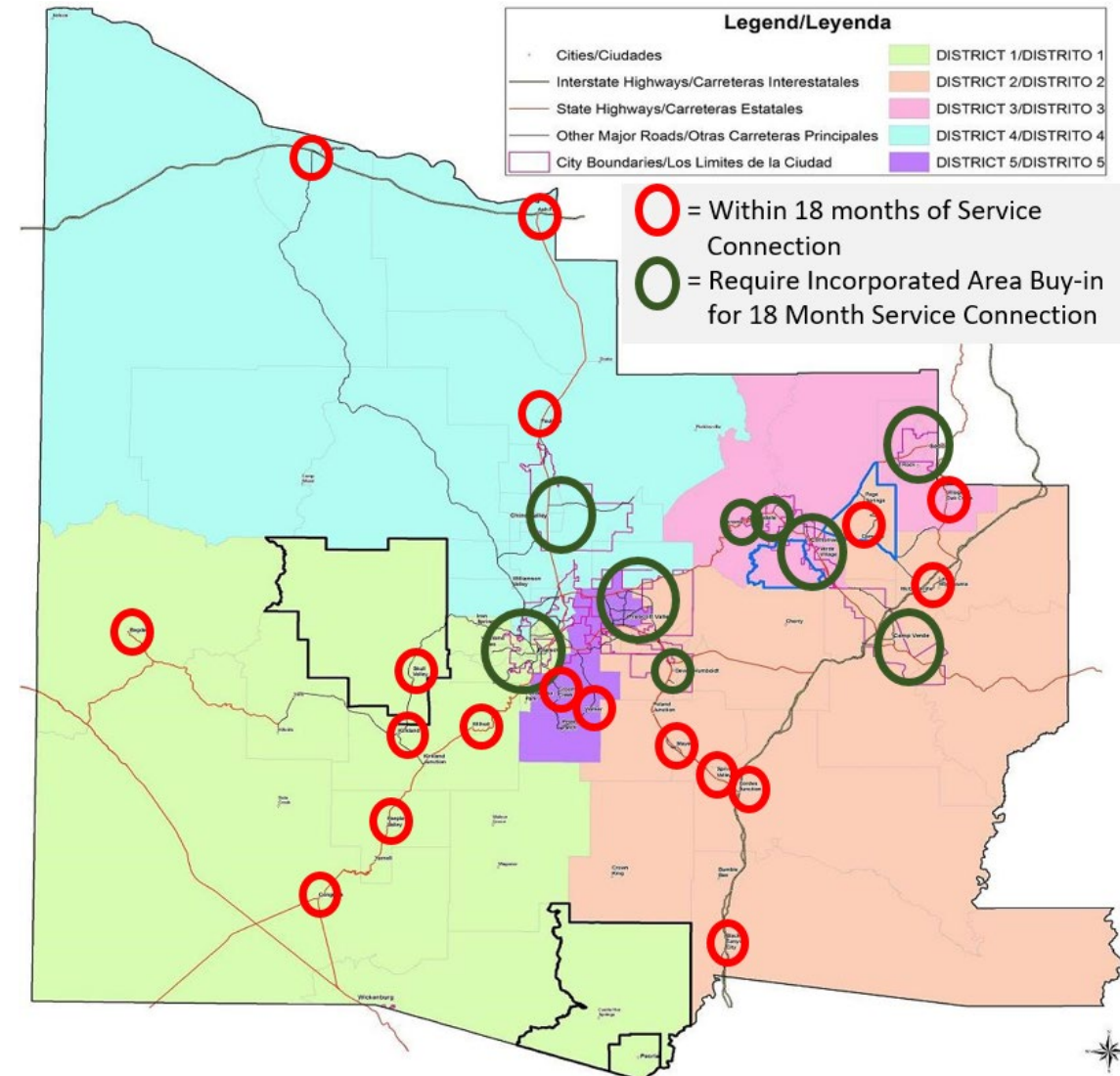
- Jerome: Proof of Concept has already occurred

- Population: 235,099
- Housing Units: 120,646
- Employer Establishments: 6,024
- Households with a broadband subscription: 82.2

Request from the BOS



- Within 18 Months of RFP Award
 - Emphasis to reach portions of each district (red circles)
 - Partnership with 9 municipalities (green circles)
- All other locations will be connected in remaining 6 months



Partnership with Municipalities



- Initial meetings: Prescott, Sedona, Cottonwood, Clarkdale, Camp Verde, Chino Valley, Dewey-Humboldt, Prescott Valley, Jerome
- Will conduct multiple follow-up engagements and presentations at City Council Meetings

2021-2022 ARP Funding to Yavapai County		
Municipality	Initial ARP Amount	Initiative Partnership Amount
Prescott Valley	\$11,100,000	\$2,220,000
Prescott	\$6,370,000	\$1,274,000
Chino Valley	\$2,950,000	\$590,000
Cottonwood	\$2,920,000	\$584,000
Camp Verde	\$2,670,000	\$534,000
Sedona	\$2,470,000	\$494,000
Clarkdale	\$1,050,000	\$210,000
Dewey-Humboldt	\$990,000	\$198,000
Jerome	\$110,000	\$22,000
TOTAL:		\$6,126,000

BOS Guidance and Request



- Go ahead to publish RFP
- Attendance at any incorporated and unincorporated meeting or function
- Support for the Final Mile Broadband Initiative
- Partnership with Incorporated Municipalities



Additional Questions?

YAVAPAI COUNTY BROADBAND INITIATIVE

COREY CHRISTIANS, YAVAPAI COUNTY FREE LIBRARY DISTRICT DIRECTOR

STATUS UPDATE

10/25/2022

CITY OF SEDONA
COUNCIL MEETING



OVERVIEW

- BOS APPROVED MOVING FORWARD WITH ALLOCATING \$20M FOR BROADBAND ON 8/18/2021 ASSIGNING YCESA TO LEAD THE PROCESS
- RFP YCBI-001 APPROVED ON 10/6/2021
- PROPOSAL BY CSC HOLDINGS, LLC (ALTICE USA, INC.) APPROVED BY BOS ON 3/16/2022 (\$12,614,582 ARPA FUNDS)
- YCBI-002 REJECTED BY BOS ON 4/6/2022 (E&Y AND YCESA HANDLING MANAGEMENT)
- PROPOSAL BY COX COMMUNICATIONS, LLC APPROVED BY BOS ON 4/20/2022 (\$3,757,763 ARPA FUNDS)

SELECTION CRITERIA AND SCORING

THE SCOPE OF WORK AS PROVIDED IN THIS SOLICITATION ENCOMPASSES THE DESIGN, CONSTRUCTION, IMPLEMENTATION, AND MAINTENANCE OF TELECOMMUNICATIONS EQUIPMENT AND SERVICES PROVIDING “LAST MILE” INTERNET ACCESS TO THE COMMUNITIES OF THE COUNTY. THE COUNTY’S FOCUS IS ON ENSURING UNSERVED OR UNDERSERVED HOUSEHOLDS AND BUSINESSES IN UNINCORPORATED PLATTED AREAS IN YAVAPAI COUNTY RECEIVE HIGH-SPEED BROADBAND.

- 140 TOTAL POINTS POSSIBLE
 - 0-30 COST PROPOSAL
 - 0-20 COST TO CONSUMER
 - 0-20 REFERENCES
 - 0-40 TECHNICAL PROPOSAL
 - 0-20 PROJECT READINESS
 - 0-10 PROJECT SUSTAINABILITY

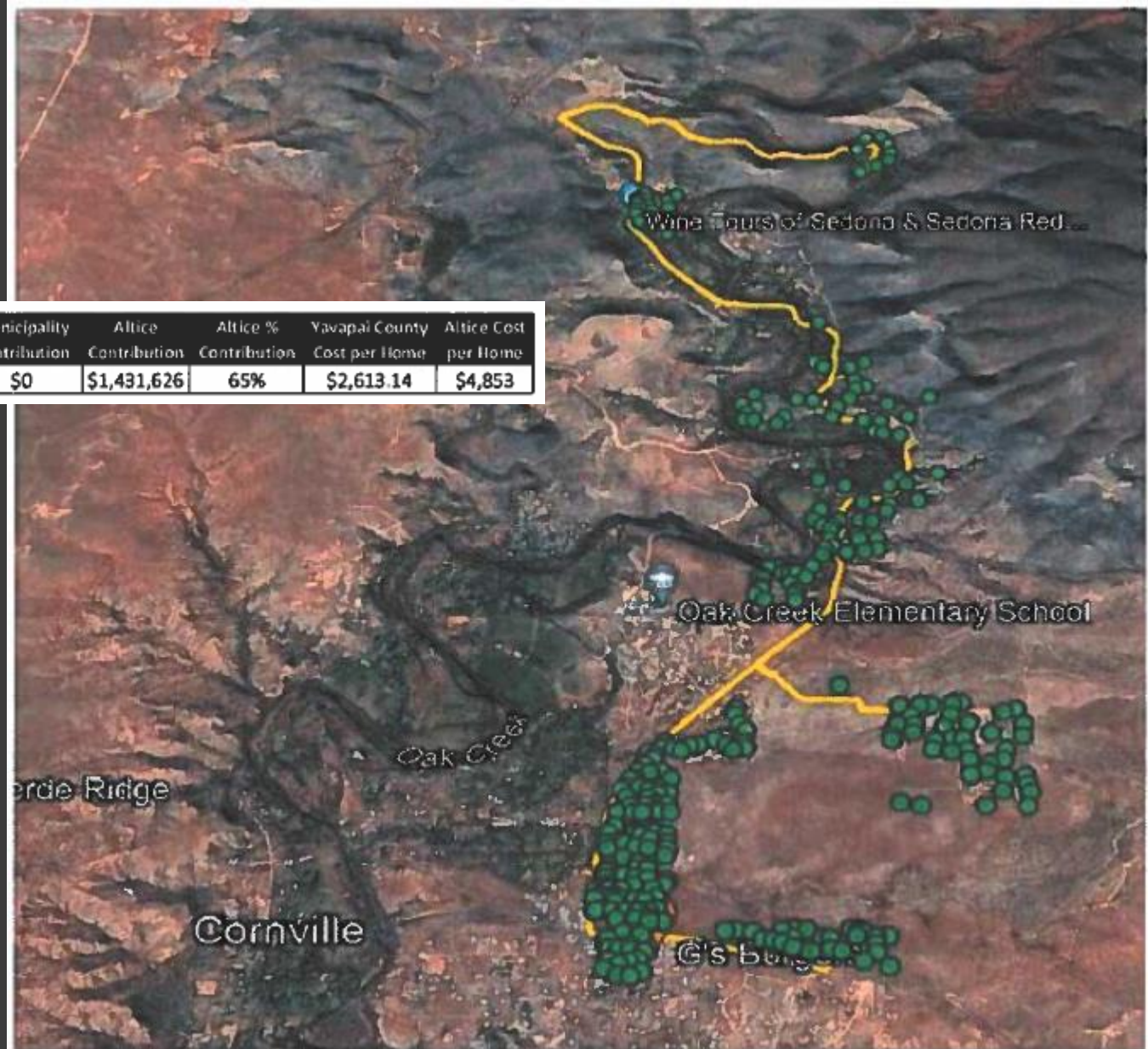
CSC HOLDINGS PROPOSAL (FUNDED)

UNINCORPORATED PASSINGS FUNDED

ALTICE PROPOSED PASSINGS IN UNINCORPORATED AREAS				
	UNINCORPORATED PASSINGS	ARPA \$	Altice \$	
RIMROCK (includes Lake Montezuma, Beaver Creek)	2,357	\$ 2,869,104	\$ 5,328,336	
CORNVILLE	295	\$ 770,875	\$ 1,431,626	
MAYER (includes Spring Valley, Cordes Lakes)	3,125	\$ 3,746,118	\$ 8,740,942	
PAULDEN	1,897	\$ 5,228,485	\$ 9,710,043	Total Cost
	7,674	\$ 12,614,582	\$25,210,947	\$ 37,825,529
	Per Passing	\$ 1,643.81	\$ 3,285.24	
	% funding	33%	67%	

CORNVILLE**Proposed Broadband Speed: Minimum 100 Mbps symmetrical****Current Locations: 295****Estimated Project Cost: \$2,202,501**

Headend to Feed	Project Area	Passing Count	Muni / Unincorporated	Total Project Cost	Total Cost per Home	Subsidy Award from Yavapai County	Municipality Contribution	Altice Contribution	Altice % Contribution	Yavapai County Cost per Home	Altice Cost per Home
Sedona, AZ	Cornville	295	Unincorporated	\$2,202,501	\$7,466	\$770,875	\$0	\$1,431,626	65%	\$2,613.14	\$4,853





MAYER

Proposed Broadband Speed: Minimum 100 Mbps symmetrical

Current Locations: 3125

Estimated Project Cost: \$12,487,060

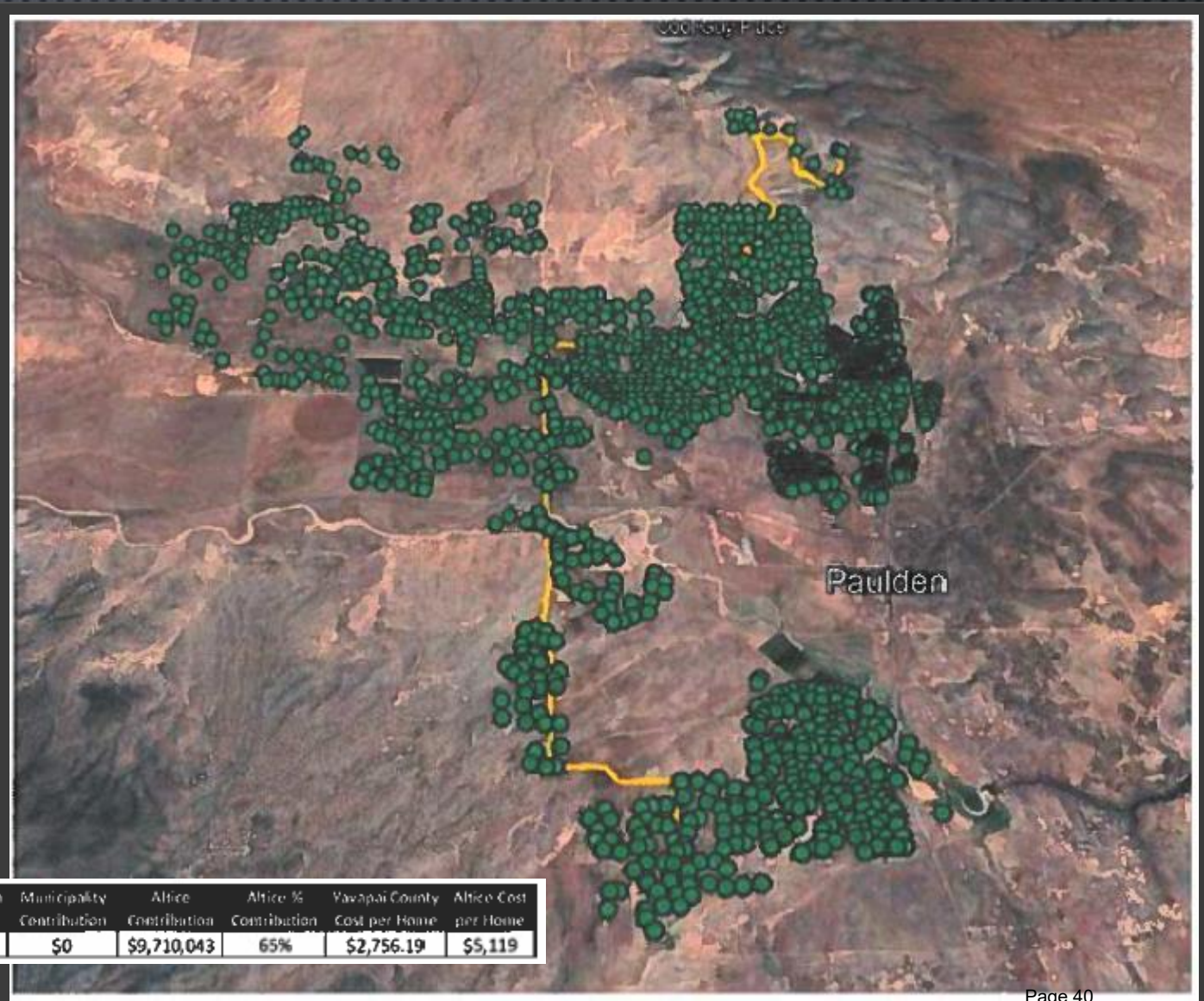


Headend to Feed	Project Area	Passing Count	Muni / Unincorporated	Total Project Cost	Total Cost per Home	Subsidy Award from Yavapai County	Municipality Contribution	Altice Contribution	Altice % Contribution	Yavapai County Cost per Home	Altice Cost per Home
Sedona, AZ	Mayer	3,125	Unincorporated	\$12,487,060	\$3,996	\$3,746,118	\$0	\$8,740,942	70%	\$1,198.76	\$2,797



PAULDEN

Proposed Broadband Speed: Minimum 100 Mbps symmetrical
Current Locations: 1897
Estimated Project Cost: \$14,938,528



Headend to Feed	Project Area	Passing Count	Muni / Unincorporated	Total Project Cost	Total Cost per Home	Subsidy Awarded from Yavapai County	Municipality Contribution	Alice Contribution	Alice % Contribution	Yavapai County Cost per Home	Alice Cost per Home
Sedona, AZ	Paulden	1,897	Unincorporated	\$14,938,528	\$7,875	\$5,228,485	\$0	\$9,710,043	65%	\$2,756.19	\$5,119



RIMROCK COMMUNITY

Proposed Broadband Speed: Minimum 100 Mbps symmetrical
Current Locations: 2357
Estimated Project Cost: \$8,197,439

Headend to Feed	Project Area	Passing Count	Muni / Unincorporated	Total Project Cost	Total Cost per Home	Subsidy Award from Yavapai County	Municipality Contribution	Alice Contribution	Alice % Contribution	Yavapai County Cost per Home	Alice Cost per Home
Sedona, AZ	RimRock Community	2,357	Unincorporated	\$8,197,439	\$3,478	\$2,869,104	\$0	\$5,328,336	65%	\$1,217.27	\$2,261



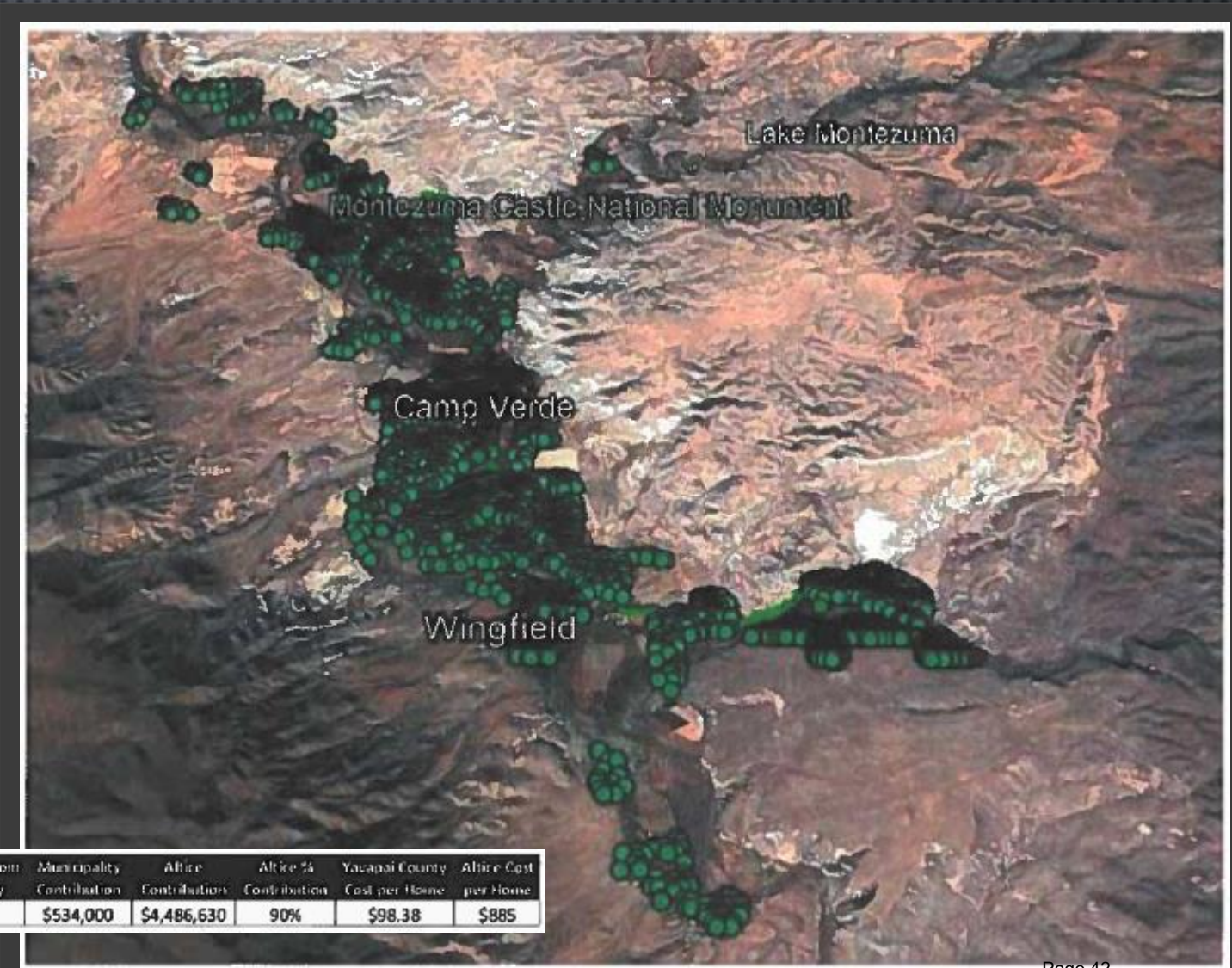


- THE UNINCORPORATED AREAS AROUND CAMP VERDE WERE NOT SELECTED FOR THE PROJECT
- ADDING THE UNINCORPORATED AREAS INTO THE OVERALL PROJECT WILL REQUIRE A NEW RFP
- MORE THAN LIKELY, FUNDING WILL ALSO HAVE TO BE PROVIDED FROM AN ALTERNATE SOURCE

CAMP VERDE

Proposed Broadband Speed: Minimum 100 Mbps symmetrical
Current Locations: 5067
Estimated Project Cost: \$4,985,144

Headend to Ford	Project Area	Passing Count	Muni / Unincorporated	Total Project Cost	Total Cost per Home	Subsidy Award from Yavapai County	Municipality Contribution	Alice Contribution	Alice % Contribution	Yavapai County Cost per Home	Alice Cost per Home
Sedona, AZ	Camp Verde	5,067	Municipality	\$4,985,144	\$984	\$498,514	\$534,000	\$4,486,630	90%	\$98.38	\$885





- THE UNINCORPORATED AREAS AROUND COTTONWOOD WERE NOT SELECTED FOR THE PROJECT
- ADDING THE UNINCORPORATED AREAS INTO THE OVERALL PROJECT WILL REQUIRE A NEW RFP
- MORE THAN LIKELY, FUNDING WILL ALSO HAVE TO BE PROVIDED FROM AN ALTERNATE SOURCE

COTTONWOOD

Proposed Broadband Speed: Minimum 100 Mbps symmetrical
Current Locations: 1885
Estimated Project Cost: \$3,204,993



Headend to Feed	Project Area	Passing Count	Muni / Unincorporated	Total Project Cost	Total Cost per Home	Subsidy Award from Yavapai County	Municipality Contribution	Altice Contribution	Altice %	Yavapai County Cost per Home	Altice Cost per Home
Sedona, AZ	Cottonwood	1,885	Municipality	\$3,204,993	\$1,700	\$480,749	\$584,000	\$2,724,244	85%	\$255.04	\$1,445



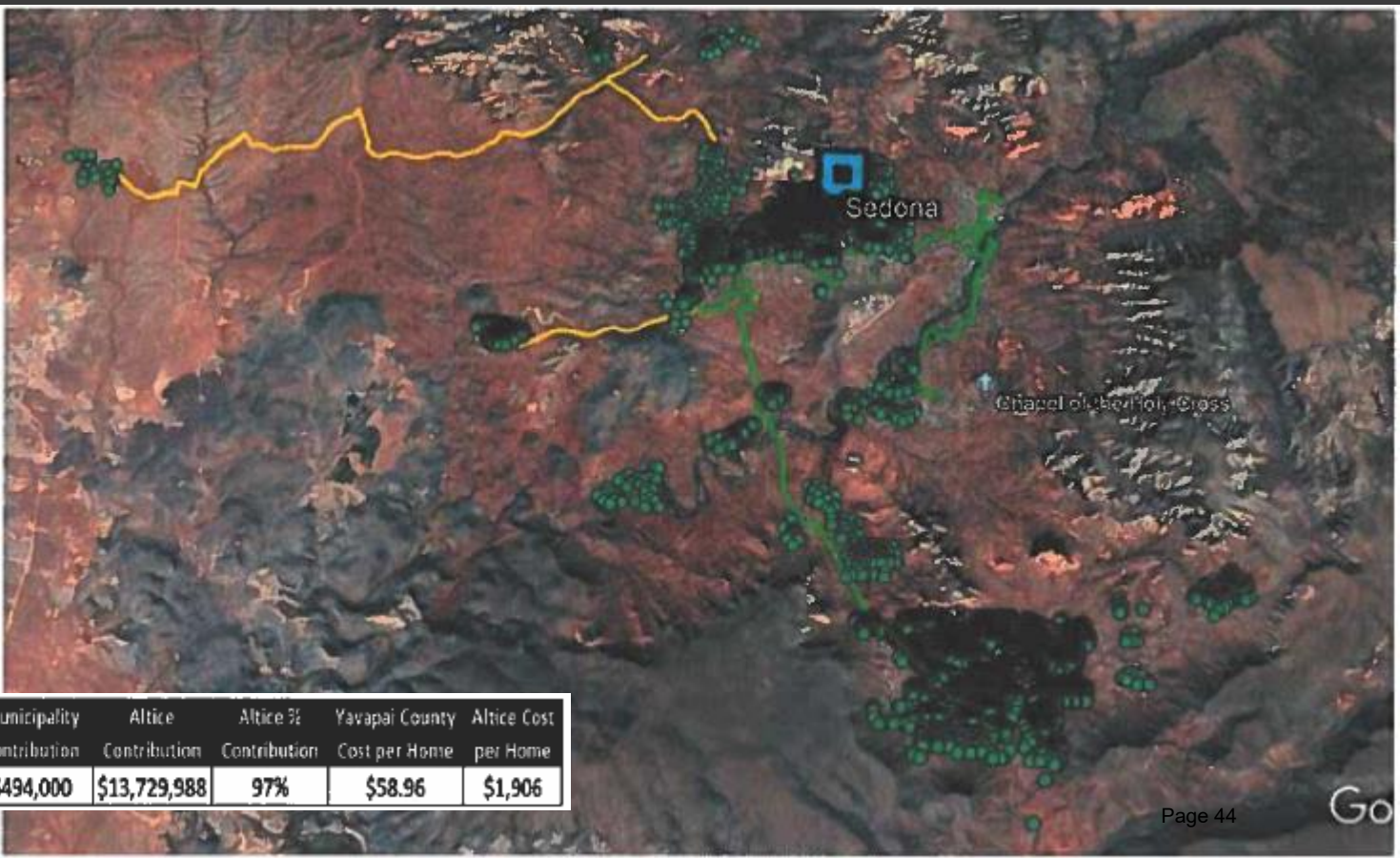
- THE UNINCORPORATED AREAS AROUND SEDONA WERE NOT SELECTED FOR THE PROJECT
- ADDING THE UNINCORPORATED AREAS INTO THE OVERALL PROJECT WILL REQUIRE A NEW RFP
- MORE THAN LIKELY, FUNDING WILL ALSO HAVE TO BE PROVIDED FROM AN ALTERNATE SOURCE

SEDONA

Proposed Broadband Speed: Minimum 100 Mbps symmetrical

Current Locations: 7202

Estimated Project Cost: \$14,154,627



Headend to Feed	Project Area	Passing Count	Muni / Unincorporated	Total Project Cost	Total Cost per Home	Subsidy Award from Yavapai County	Municipality Contribution	Altice Contribution	Altice % Contribution	Yavapai County Cost per Home	Altice Cost per Home
Sedona, AZ	Sedona	7,202	Municipality	\$14,154,627	\$1,965	\$424,639	\$494,000	\$13,729,988	97%	\$58.96	\$1,906

CSC HOLDINGS PROPOSED MONTHLY USER FEES

4.15 Provide the proposed pricing structure [by associated download and upload speeds] for all broadband services to be offered in association with this project in each proposed project area.

Proposed Residential Services

Tier	Download Speed	Upload Speed	Data Cap	Estimated Monthly Recurring Charge
1	100 Mbps	100 Mbps	None	\$29.99
2	300 Mbps	300 Mbps	None	\$39.99
3	500 Mbps	500 Mbps	None	\$59.99
4	1 Gbps	1 Gbps	None	\$79.99

Features of Altice USA's internet service include:

- Internet plans ranging from 100 Mbps to 1 Gig speeds depending on the plan.
- Customers can buy or lease a modem or bring their own modem.
- Lower income users may also qualify for low-cost internet access. The 50 Mbps Altice internet with wifi is available at reduced pricing under the Altice USA "Advantage Plan".

Optimum Advantage Internet (Eligibility Requirements Apply)

Tier	Download Speed	Upload Speed	Data Cap	Estimated Monthly Recurring Charge
Advantage	50 Mbps	5 Mbps	None	\$14.99

CSC HOLDINGS PROPOSED OTHER FEES

4.17 Will any additional equipment be required – or any separately chargeable service installation elements apply – to activation or turn-up of individual customer locations from passings?

Standard installation is currently priced at \$99. Modems are available to lease for a monthly recurring charge of \$10 or to purchase as follows:

Tier	Speed	Modem Price
Advantage	50M/5M	\$14.99
1	100M/100M	\$39.99
2	300M/300M	\$49.99
3	500M/500M	\$69.99
4	1G/1G	\$89.99

CSC HOLDINGS LONG-TERM SUSTAINABILITY

Network Maintenance, Monitoring, Quality of Service. Altice USA employs a variety of protocols to monitor the health of the network, conduct proactive maintenance, and ensure quality of service. These include remote outage detection, backup power to the headend, and dynamic management of traffic to ensure a good quality of service for customers.

Altice USA is submitting this proposal as part of a broader approach to rationally extend our network in a logical and financially reasonable way. Thus, we have focused on building a scalable network that develops overtime as additional funding is available. This method provides for a stable, expandable network that can continue to grow as funding is available. We believe this approach is in the best public interest. It offers the best coverage at the lowest cost over time while immediately providing service for the broadest geographical area possible.

Altice USA's proposal will support the continued growth of the Yavapai County continues to be providing access to a fully redundant fiber ring with 10G capability will attract large businesses, and anchor institutions to the area, and ensure that existing institutions have access to the same benefits. As residents continue to do more at home, having a redundant fiber ring will ensure that the residents and small to medium size businesses have access to quality, affordable broadband service that can meet their current and future needs, including online learning, remote work, and access to the state-of-the-art telehealth.

COX PROPOSAL

Offeror Name: Cox Communications Arizona

Project Name: Yavapai County – Congress & Black Canyon City

This middle mile and last mile project will serve 1,708 underserved and 1,215 unreliably served locations in the Congress and Black Canyon City areas of Yavapai County. In a funding partnership with Yavapai County via the American Rescue Plan Act ("ARPA"), Offeror will improve unserved or underserved levels to 1 GB symmetrical. Building this fiber to the premises network that provides advanced, high-speed broadband services to households and businesses in the proposed area improves access to critical school e-learning applications while also increasing the competitiveness of local businesses. Total eligible project cost is **\$12.5M**. Offeror matching funds are **\$8.8M** and ARPA grant funds are **\$3.8M**.

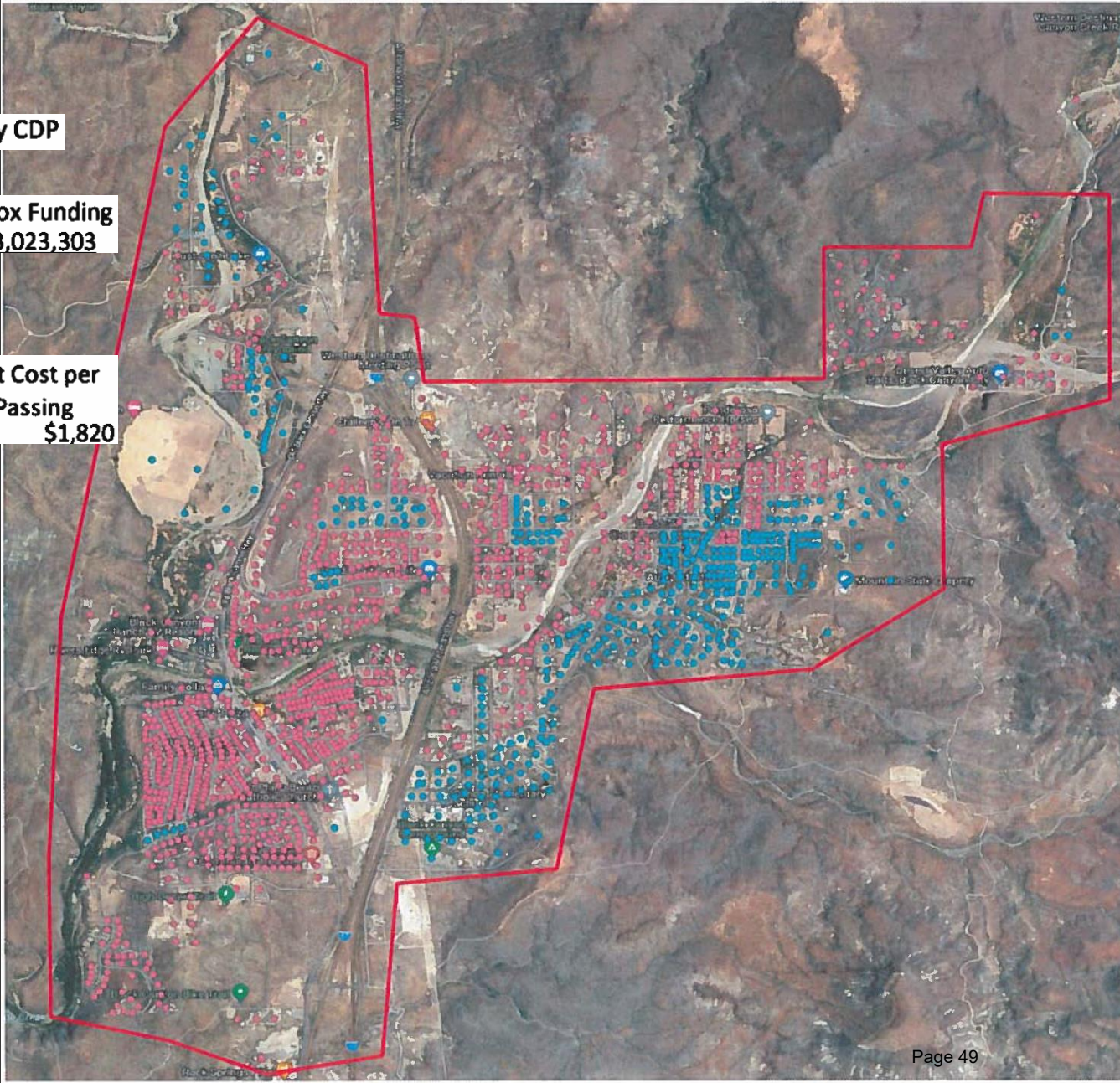


Black Canyon City Polygon – 1,661 passings entirely within the Black Canyon City CDP

	Total Build Cost	ARPA Funds Requested	Cox Funding
Black Canyon City	\$4,696,538	\$1,673,235	\$3,023,303

	Passings	Fiber Miles	Gross Cost per Passing	Subsidy per Passing	Net Cost per Passing
Black Canyon City	1,661	57	\$2,828	\$1,007	\$1,820

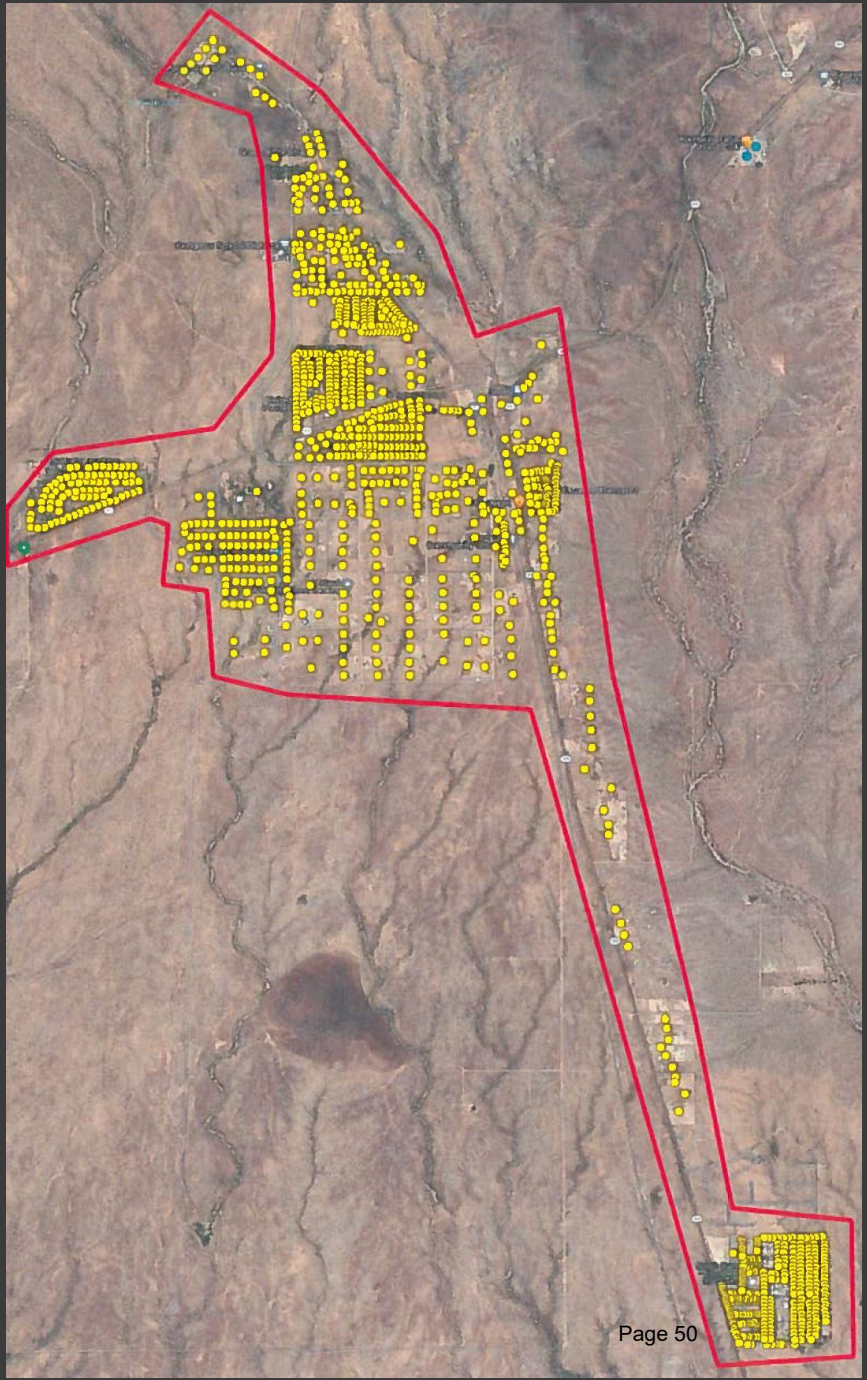
Black Canyon City Proposal including underserved locations in blue, and unreliably served locations in red:





Congress Polygon – 1,262 passings entirely within the Congress CDP

		Total Build Cost	ARPA Funds Requested		Cox Funding
Congress		\$5,850,980	\$2,084,528		\$3,766,452
			Gross Cost per	Subsidy per	Net Cost per
	Passings	Fiber Miles	Passing	Passing	Passing
Congress	1,262	46	\$4,636	\$1,652	\$2,985



COX PROPOSED MONTHLY USER FEES

DOWNLOAD SPEED (Mbps)	UPLOAD SPEED (Mbps)	MONTHLY RECURRING PRICE FOR PACKAGE*	AFFORDABILITY OFFERING
50**	5	\$9.95	YES
50***	5	\$30.00	YES
25	5	\$29.99	
50	5	\$39.99	
250****	250	\$59.99	
500	500	\$79.99	
1,000	1,000	\$99.99	

(*) All pricing shown is 12 month promotional term agreements, includes free easy connect (self install) or professional connect at \$100. Price excludes taxes, surcharges, equipment, and usage-based charges (data overages above 1.25TB monthly). A credit check and/or deposit may be required.

(**) This is the Cox offering named Connect2Complete, is available to households that are defined as low-income families with children in school (k-12) that receive government assistance. The government subsidy programs need to be one of the following: National School Lunch, SNAP, TANF, Head Start, WIC, Low Income Home Energy Assistance Program, and/or Public Housing.

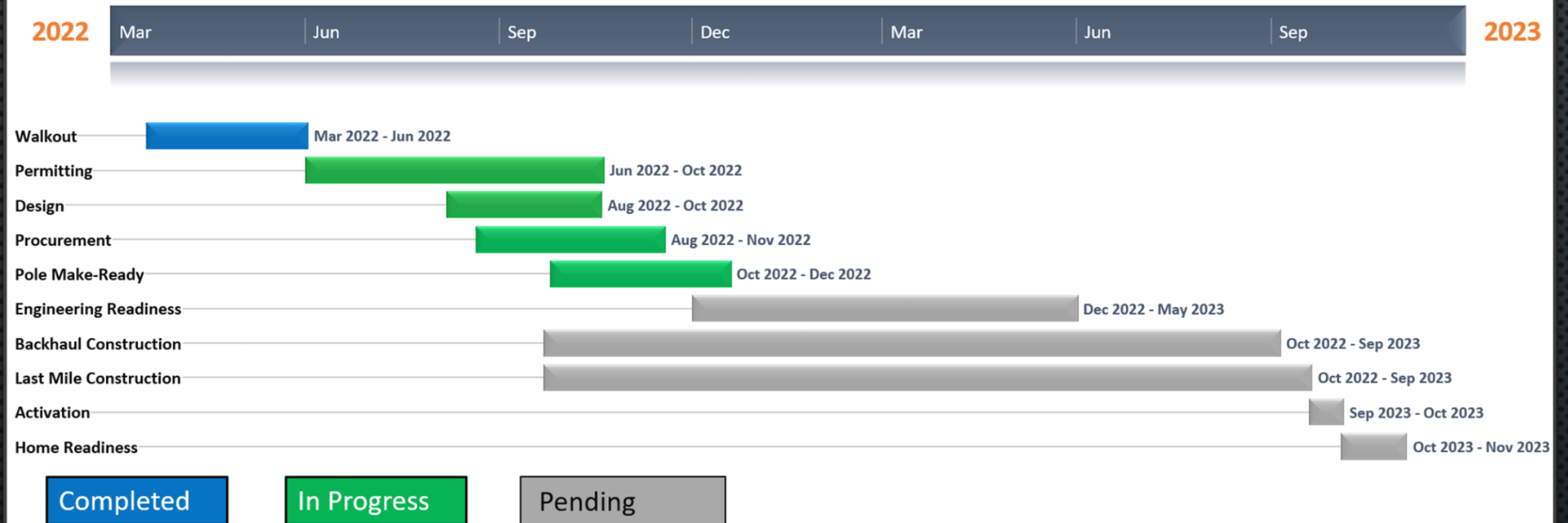
(***) This is the Cox offering named ConnectAssist, is available to households that are defined as low-income that are receiving government assistance. The government subsidy programs need to be one of the following: SNAP TANF, Head Start, WIC, Low Income Home Energy Assistance Program, Public Housing, Pell Grant, Veterans Pension, Tribal Programs, Supplemental Security Income, and/or Medicaid.

(****) 250 / 250 is our equivalent to the requested 100 / 100 offering within the grant, this competitively priced offering will be available day 1 of homes becoming available.

Data Equipment: customers will have their choice to bring their own devices (modem / router) or for a fee of \$13 / month engage in the Panoramic experience that enables in-home wifi.

Installation Costs: customers will have 2 choices, self-install that comes with no cost or professional install that comes with a one-time fee of \$100.

Yavapai County – Overall County Network Project Schedule



❖ As other workstreams mature project schedules will be developed as above.

ALTICE PROJECT SCHEDULE



COX COMMUNICATIONS PROJECT SCHEDULE YAVAPAI COUNTY BLACK CANYON CITY (*TENTATIVE AS OF SEPTEMBER 8, 2022)

WALKOUT:	OCTOBER 13, 2022 THROUGH DECEMBER 12, 2022
DESIGN:	NOVEMBER 15, 2022 THROUGH JANUARY 14, 2023
PERMITTING:	NOVEMBER 15, 2022 THROUGH FEBRUARY 13, 2023
CONSTRUCTION:	JANUARY 25, 2023 THROUGH AUGUST 23, 2023
SPlicing:	JULY 15, 2023 THROUGH NOVEMBER 12, 2023
CUTOVER:	NOVEMBER 5, 2023 THROUGH DECEMBER 20, 2023
COMPLETION:	DECEMBER 25, 2023



COX COMMUNICATIONS PROJECT SCHEDULE YAVAPAI COUNTY CONGRESS

(*TENTATIVE AS OF SEPTEMBER 8, 2022)

WALKOUT:	JULY 15, 2022 THROUGH SEPTEMBER 13, 2022
DESIGN:	AUGUST 15, 2022 THROUGH OCTOBER 14, 2022
PERMITTING:	AUGUST 15, 2022 THROUGH NOVEMBER 13, 2022
CONSTRUCTION:	OCTOBER 25, 2022 THROUGH FEBRUARY 22, 2023
SPLICING:	JANUARY 25, 2023 THROUGH MAY 25, 2023
CUTOVER:	MAY 18, 2023 THROUGH JULY 2, 2023
COMPLETION:	JULY 9, 2023

* DATES ARE TENTATIVE, SUBJECT TO LOCAL CONSTRUCTION CONDITIONS, SUPPLY CHAIN ISSUES, PERMITTING AND ROW/POLE ACCESS.

NEXT STEPS

- APPLY FOR ADDITIONAL FUNDING THROUGHOUT THE PROCESS
 - POSSIBLE ADDITIONAL ROUNDS OF ARIZONA COMMERCE AUTHORITY FUNDING
 - UNABLE TO APPLY FOR ROUND 1 FUNDING DUE TO RFP-001 STILL BEING OUT
 - INFRASTRUCTURE ACT (NTIA WILL ADMINISTER)
 - BROADBAND EQUITY, ACCESS, AND DEPLOYMENT = \$42.45B
 - ESTIMATED \$800M TO \$1B FOR ARIZONA
 - DIGITAL EQUITY = \$2.75B
 - GOVERNING AUTHORITIES WILL WORK WITH ISPs THAT WISH TO BID
- MORE FROM STATE?



QUESTIONS?

TIM.CARTER@YAVAPAIAZ.GOV

1-928-442-5146 (OFFICE)

1-928-925-6560 (CELL)

COREY.CHRISTIANS@YAVAPAIAZ.GOV

1-928-442-5384 (OFFICE)

1-928-830-5996 (CELL)

[HTTP://WWW.YCESA.COM](http://WWW.YCESA.COM)



**CITY COUNCIL
AGENDA BILL**

**AB 2847
October 25, 2022
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action regarding authorization of a proposed fare and fare policy for the city's MicroTransit service and direct staff to seek public comment.

Department Public Transit

Time to Present 15 Minutes

Total Time for Item 45 Minutes

Other Council Meetings January 25, 2022 – Sedona In Motion Update

Exhibits None.

City Attorney Approval	Reviewed 10/18/22 KWC	Expenditure Required	
City Manager's Recommendation	Authorize proposed fare policy for the city's MicroTransit service and direct staff to seek public comment.	\$ N/A	
		Amount Budgeted	
		\$	N/A
		Account Number Description	N/A
		Finance Approval	☒

SUMMARY STATEMENT

Background:

During the January 25, 2022 council meeting staff sought direction from council to develop a framework for a passenger fare structure and fare policy for the city's new MicroTransit service.

Staff provided general examples for proposed one-way fares, monthly pass(s), and other options that could be considered in developing the fare policy.

Staff also provided council with the regulatory requirements as set forth Under 49 U.S.C. Section 5307(d)(1)(D) of the Federal Transit Act, requiring federally subsidized transit providers to not charge more than half of the peak fare for fixed route transit during off-peak hours for seniors, people with disabilities, and Medicare cardholders.

During that meeting, council provided staff with the following direction:

- 1) Increase the one-way regular fare to \$6.00 and the discounted fare to \$3.00.
- 2) Remove the monthly pass fare option and develop a discounted multi-ride pass for 10-12 one-way trips;
- 3) Offer a 50% discount for AZ residents with a valid AHCCCS card;
- 4) Add a free fare provision for children ages five and under,

5) Bring back to Council for further consideration.

Recommendation:

Based upon council's direction, staff recommends that the following fare and fare policy be considered for adoption for the city's MicroTransit service:

A) PASSENGER FARES:

1) One-Way Fare:

- i. Regular one-way fare: \$6.00
- ii. Discount one-way fare: \$3.00

B) DISCOUNT / FREE FARE POLICY:

1) Discount Fare Policy: 50% Discount on all fares for:

- i. 60+ Years of age (Proof of age may be required)
- ii. Medicare Cardholders
- iii. Veterans (With ID)
- iv. Persons with Disabilities
- v. AZ Residents with a valid AHCCCS card.

2) Free Fare:

- i. Children under five years of age

C) MULTI-RIDE PASS OPTIONS:

1) Staff is recommending any one of the two options listed below for approval for both the regular and discount MicroTransit Multiple-Ride Pass:

Regular Pass				
Option	Pass Cost	1-Way Trips	Retail Value	Discount
A	\$50.00	10	\$60.00	16.67%
B	\$50.00	12	\$72.00	30.56%

Discount Pass				
Option	Pass Cost	1-Way Trips	Retail Value	Discount
A	\$25.00	10	\$30.00	16.67%
B	\$25.00	12	\$36.00	30.56%

TRANSIT ADVISORY COMMITTEE (TAC) & RECOMMENDATIONS:

TAC Members & Affiliations:

Kent Ellsworth (Chair)	Executive Director VVCG
Tara Golden	Citizen of Sedona
David K. O'Donnell	Citizen of Sedona
Lars Romig	Verde Valley Cyclist Coalition
Steve Segner (Vice Chair)	President Lodging Council
Mark TenBroek	Citizen of Sedona

On July 20, 2022, the TAC reviewed the proposed MicroTransit fare structure during its regular meeting. After reviewing all of the information above, the committee recommended the following:

1. By unanimous vote, the TAC did not support option A for the Multi Ride Pass.

2. 50% of the TAC members were in favor of the passenger and discount fares as proposed, and Option B for the Multi Ride Pass.
3. 50% of the TAC members were not in favor of charging any fare on the MicroTransit service for a period of six months and reevaluate the service at that time to determine what if any passenger fares will be charged.

Fiscal Impact:

The revenues derived from passenger fares are predicated upon the average passenger fare collected for the service. The average fare is determined by the overall volume of ridership and the percentage of regular and discounted fares collected.

Should the proposed fare structure be ultimately adopted, staff can better forecast the fiscal impact based upon actual revenues collected from passenger fares.

Discussion:

PUBLIC NOTICE REQUIREMENTS:

Should the proposed fare and fare policy be approved by council, the proposed action shall be considered a new fee and is required to be posted for public comment for a period of sixty days before council can act on it. Additionally, Federal Transit Administration public notice regulations require that a public meeting be held to elicit public comment on any proposed fare change.

City Public Notice Requirements:

1. Any new fees that are being imposed must be posted on the website at least 60 days before Council can act to approve them. Staff must post a Notice of Intention, along with a report justifying the fees. Such fees would take effect 30 days after council approves them.

FTA Public Notice Requirements:

1. Public notice shall be sufficiently early for the public to participate in the decision-making process. Any fare or significant route changes shall be subject to the following public notice process:
 - a) Public notices shall be published in the newspaper(s) having general circulation in the vicinity of the Sedona area and on the main page of the city's transit website for a minimum of 2 weeks. Additional notices may be posted throughout the community (libraries, grocery stores, post offices, etc.) and published through other city social media accounts, radio announcements, and community list serve(s). The city shall publish two notices of public meetings, at least one week apart. The date of the final meeting shall be at least five days after the second notice has been published.

Timeline & Process:

Based upon the aforementioned processes, staff anticipates returning this matter to council for final action at a future Council meeting. Staff will provide a comprehensive summary of public comments received during the public notice period for council's consideration at that time.

Community Plan Consistent: ☒ Yes - ☐ No - ☐ Not Applicable

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

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

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s):

MOTION

I move to: authorize the proposed fare and fare policy to include option (?) for the multiple ride pass for the city's MicroTransit service and direct staff to seek public comment, or
approve - other:



CITY COUNCIL AGENDA BILL

AB 2882
October 25, 2022
Regular Business

Agenda Item: 8c

Proposed Action & Subject: Discussion/possible action regarding the approval of a Resolution authorizing the City of Sedona to enter into a purchase agreement to acquire the property at 2250 Shelby Dr. in an amount not-to-exceed \$1,500,000 and authorization of possible budget transfer of contingency and other funds of up to \$1,500,000 and authorization of possible cash transfer of General Fund monies of up to \$690,000.

Department	City Manager - Housing
Time to Present	15 minutes
Total Time for Item	30 Minutes
Other Council Meetings	August 9, 2022 Executive Session
Exhibits	A. Resolution B. Purchase and Sale Agreement

City Attorney Approval	Reviewed 10/18/22 KWC	Expenditure Required
		\$ 1,500,000
City Manager's Recommendation	Approve the purchase of property at 2250 Shelby Dr., Yavapai County, City of Sedona, for the sum of \$1,500,000 and no more than 6 months occupancy by the seller, and associated budget and cash transfers.	Amount Budgeted
		\$ 810,000
		Account No. 12-5246-01-6761 (Description) (Affordable Housing contingency)
		Finance Approval ☒

SUMMARY STATEMENT

Background:

The property located at 2250 Shelby Drive (APN 408-28-103C) located within Yavapai County, Arizona, has been identified by the City of Sedona as having prospective public use for workforce housing development. The City has the legal authority to acquire property for public purposes in accordance with Arizona Revised Statutes A.R.S. § 9-241.

The property consists of 1.29 acres zoned Industrial. The City of Sedona has been in negotiations with the owner and has reached nearly agreeable terms including a purchase price of \$1,500,000, the seller's right to occupy the property for storage purposes during the city's predevelopment phase, and a closing date on or before December 23rd pending the City's satisfactory due diligence (including the appraisal and a Phase I Environmental Assessment).

As part of the consideration for the purchase price, the seller has requested to retain occupancy rights to the property during the City's predevelopment phase. The requested time from the seller is 12 months. Staff is recommending no more than 6 months.

Budget Availability:

A contingency of \$810,000 is available in the Affordable Housing Fund for this purchase. With the delay of the Uptown parking garage project, budget capacity could be transferred to cover the balance of the cost for this purchase. A portion of the budget Uptown parking garage project will need to be retained for the additional study and potential surface lot. Other projects are projected to need transfers from the Uptown parking garage budget including the West Sedona intercept lot that may proceed sooner than anticipated and acquisition of land for a potential transit shuttle exchange and/or park-n-ride property that will likely move forward sooner than anticipated. Currently, the rough estimate of budget capacity available in the Uptown parking garage project is \$3 million. If there are other capital improvement projects that are moved forward sooner than anticipated or if there are other capital improvement projects with costs exceeding the originally anticipated budget amounts, the budget for the Uptown parking garage project will be the most likely place from which budget capacity will need to be transferred.

Cash Availability:

Budget capacity is not the same as cash availability. The \$810,000 contingency in the Affordable Housing Fund is based on the remaining balance estimated to be available at budget time. If down payment assistance loans (up to \$400,000) and Rent Local incentive payments (up to \$240,000) are less than anticipated when the budget was prepared, there will be additional cash available in the Affordable Housing Fund to cover this purchase; however, not enough to cover the full cost of the land acquisition. The remaining balance to cover cash needs would need to come from an additional transfer from the General Fund surpluses.

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

Board/Commission Recommendation: ☒ Applicable - ☐ Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution 2022-__ authorizing the City of Sedona to purchase the property located at 2250 Shelby Drive, City of Sedona, Arizona, for the sum of \$1,500,000 and authorizing the City Manager to execute the Purchase and Sale Agreement and associated documents required to complete the purchase, subject to approval of the written agreement by the City Attorney's Office.

approve a budget transfer of \$810,000 from the Affordable Housing Fund contingency account and \$690,000 from the Capital Improvements Fund Uptown parking garage project account.

approve a cash transfer of up to \$690,000 from the General Fund to the Affordable Housing Fund.

RESOLUTION NO. 2022-

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REAL ESTATE PURCHASE AND SALE AGREEMENT.

WHEREAS; the City has the legal authority to acquire property for public purposes in accordance with A.R.S. § 9-241, and the City Council and City Manager have determined that the public benefit will be served by acquiring these parcels; and

WHEREAS, the City Council has determined that the property located at 2250 Shelby Drive (APN 408-28-103C) (the "Subject Parcel"), within Yavapai County, Arizona has viable uses for public purpose; and

WHEREAS, the City has negotiated with the owner of the Subject Parcels and arrived at a mutually agreeable purchase price of \$1,500,000.

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

Section 1. The City of Sedona, through its Mayor and Council, hereby approves the purchase of the Subject Parcel and authorizes and directs the City Manager to execute the Real Estate Purchase and Sale Agreement on behalf of the City of Sedona.

Section 2. That the Mayor and City Manager are authorized to approve and execute such other documents on behalf of the City of Sedona, Arizona necessary for the completion of the transactions.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 25th day of October, 2022.

ATTEST:

Sandra J. Moriarty, Mayor

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

SELLER: Teri Nimtz, Estate Of

BUYER: City of Sedona, an Arizona municipal Corporation

ESCROW AGENCY: Empire West Title Agency

PROPERTY: 2250 Shelby Dr, Sedona, AZ 86336
Yavapai County APN 408-28-103C
Legal Description: please see Exhibit "A"

This Real Estate Purchase and Sale Agreement ("Agreement") is made and entered into by and between the **City of Sedona**, an Arizona municipal corporation ("Buyer") and **Teri Nimtz, Estate Of** (the "Seller"), upon the "Effective Date" defined below.

RECITALS:

Whereas, Seller is the owner of a parcel of real property consisting of approximately 1.13 acres and being located at 2250 Shelby Dr. in the City of Sedona, Arizona, Yavapai County Assessor's Parcel No. 408-28-103C, legally described on Exhibit "A" Legal Description, attached hereto and incorporated herein by this reference, and all hereditaments, appurtenances, rights, permits, licenses, easements, and rights-of-way incident and appurtenant thereto are herein collectively referred to as the "Property"; and

Whereas, Buyer desires to purchase the Property; and

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

AGREEMENT:

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

1. **Incorporation of Recitals.** The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.
2. **Sale of Property.** Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller upon the terms and conditions set forth herein.

3. **Purchase Price.** The Purchase Price for the Property shall be \$1,500,000.00 to be paid in full upon the Close of Escrow.

4. **Escrow Agent and Title Policies.**

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

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

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

(d) Termination Right. Buyer may, by written notice to the other, terminate this Offer: (1) if Buyer reasonably objects to matters affecting title as revealed by a recent title commitment, and Seller is unable or unwilling to cause the title company to remove valid objections to title prior to Closing; or (2) if the Property is damaged beyond its current condition prior to Closing.

(e) Seller agrees Buyer shall be entitled to object to any matters disclosed by the Title Report, by delivering written notice of objection (a "Title Objection Notice") to Seller and Escrow Agent no later than ten (10) days from Buyer's receipt of the Title Report. Any Title Objection Notice delivered by Buyer shall specify in reasonable detail any matter to which Buyer objects (the "Title Objection(s)"). If Escrow Agent subsequently issues any amendment to the Title Report disclosing any additional title matters, changes in the legal description, or additional requirements of Buyer, or if any revision to a survey procured by Buyer discloses any additional matter(s) affecting the Property, then Buyer shall be entitled to object to any such newly discovered matter by delivering a Title Objection Notice to Seller and Escrow Agent on or before ten (10) business days after Escrow Agent has delivered to Buyer the amendment to the Title Report and any Schedule B items, if applicable (or Buyer has received the revision to a survey). If Buyer fails to deliver a Title Objection Notice objecting to any matter set forth in the Title Report or any survey (or any subsequent amendment thereto) within the time period required under this Section 4(d), Buyer shall be deemed to have approved the matter as of the last day of that time period. All matters to which Buyer has not objected to are referred to in this Agreement as the "Permitted Exceptions."

(f) If Buyer timely delivers a Title Objection Notice, then Seller shall notify Buyer on or before the date that is ten (10) days after Seller's receipt of the Title

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

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

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

prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance of the Title Policy.

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

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

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

6. Close of Escrow. Buyer and Seller agree to a closing date no later than **60 days** after the Effective Date of this Agreement (the "Closing" or "Close of Escrow"). Buyer's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed herein. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied.

7. Seller's Representations. Seller represents the following to Buyer:

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

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

(c) Seller is the owner of insurable fee simple title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions. There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Seller.

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

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

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

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

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

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

(j) Seller has full authority to execute this Agreement and sell the Property and bind the Estate of Teri Nimtz. Seller is not required to obtain the approval or consent of any other person or entity to execute this Agreement or to perform Seller's obligations under this Agreement.

(k) The persons executing this Agreement for and on behalf of Seller represent that they have the requisite authority to bind the Seller on whose behalf they are signing.

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

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

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

9. Survival of Representations. The representations of Seller and Buyer as set forth in Sections 7 and 8 shall survive the Close of Escrow and shall not merge with the Warranty Deed.

10. Real Estate Brokerage. Buyer affirms that it has not contracted with, retained or otherwise employed a real estate broker relative to this Agreement. Buyer and Seller agree if any real estate broker asserts or claims the payment of a real estate commission or fees relative to this Agreement the party who contracted with such broker shall be responsible for the payment of such commission or fees and shall forever defend, indemnify and hold harmless the other party from such claim.

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

12. Taxes and Assessments. All real and personal property taxes and any assessments against the Property accruing prior to the Close of Escrow shall remain the responsibility of the Seller.

13. Closing Documents.

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

- i. Warranty Deed, APN 401-17-019C substantially in the form attached in Exhibit "B";
- iii. The standard owner's title policy required;

- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

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

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

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

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

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

17. Notices.

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

Seller:
Teri Nimitz, Estate Of

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

With a copy to:

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

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

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

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

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

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

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

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

24. Effective Date. This Agreement shall be effective upon: (i) the signature date of both parties below, and (ii) approval of this Agreement by the City Council of the City of Sedona in its sole discretion by resolution specifically authorizing same (the "Effective Date").

25. Entire Agreement and Headings Non-binding. This document constitutes the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties. All section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend or describe the scope or intent of any provisions hereof.

26. Drafts Not an Offer. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties will not be legally bound in any manner with respect to a purchase and sale of the Property unless and until each of Seller and Buyer have duly executed this Agreement and this Agreement is approved in writing as to form by the City Attorney.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers.

SELLER:

Estate Of Teri Nimtz,

By: _____

Its: _____

Date: _____

BUYER:
City of Sedona

By: Karen Osburn
Karen Osburn, City Manager

Date: 9/08/2022

EXHIBIT "A"
Legal Description

Parcel 1:

Lot 1, AAA INDUSTRIAL PARK, according to the plat of record in Book 20 of Maps, Page 18, records of Yavapai County, Arizona.

EXCEPT that portion described as follows:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt River Base and meridian, Yavapai County, Arizona, more particularly described as follows:

(The "Basis of Bearings" for this description is the city of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2547.64 feet; THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office, a distance of 1,323.00

Feet to the Northwest corner of the North ½ of the Northeast ¼, of the Southeast ¼ said Section 14;

THENCE continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of

Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;

THENCE, South 00°02'23" East, a distance of 445.81 feet;

THENCE, North 41°01'02" East, a distance of 159.07 feet;

THENCE, North 32°10'57" East, a distance of 136.11 feet to a point in the southern boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

THENCE, North 51°04'59" West, a distance of 30.77 feet;

THENCE, North 89°14'01" East, a distance of 113.89 feet;

THENCE, South 32°10'57" West, a distance of 73.22 feet;

THENCE, North 51°04'59" West, a distance of 65.45 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

(The "Basis of Bearings" for this description is the City of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2,547.64 feet;
THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office a distance of 1,323.00 feet to the Northwest corner of the North ½, of the Northeast ¼, of the Southeast ¼, said Section 14;
THENCE, continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;
THENCE, South 00°02'23" East, a distance of 445.81 feet;
THENCE, North 41°01'02" East, a distance of 159.07 feet;
THENCE, North 32°10'57" East, a distance of 136.11 feet;
THENCE, North 51°04'59" West, a distance of 30.77 feet;
THENCE, North 89°14'01" East, a distance of 107.16 feet to the TRUE POINT OF BEGINNING;
THENCE, North 20°02'58" East, a distance of 178.44 feet to a point in the West boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office;
THENCE, South 00°59'59" East, a distance of 166.80 feet;
THENCE, South 89°14,01" West, a distance of 64.09 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"
Warranty Deed

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

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

Exempt Pursuant to A.R.S. §11-1134 (A)(3)

(Space Above for Recorder's Use)

Tax Parcel Number: 408-28-103C

WARRANTY DEED

TERI NIMTZ, ESTATE OF ("Grantor"), an unmarried woman, 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]

GRANTOR:

TERI NIMTZ, ESTATE OF

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: _____

Schedule A

Parcel 1:

Lot 1, AAA INDUSTRIAL PARK, according to the plat of record in Book 20 of Maps, Page 18, records of Yavapai County, Arizona.

EXCEPT that portion described as follows:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt Reiver Base and meridian, Yavapai County, Arizona, more particularly described as follows:

(The "Basis of Bearings" for this description is the city of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2547.64 feet; THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office, a distance of 1,323.00

Feet to the Northwest corner of the North ½ of the Northeast ¼, of the Southeast ¼ said Section 14;

THENCE continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of

Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;

THENCE, South 00°02'23" East, a distance of 445.81 feet;

THENCE, North 41°01'02" East, a distance of 159.07 feet;

THENCE, North 32°10'57" East, a distance of 136.11 feet to a point in the southern boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

THENCE, North 51°04'59" West, a distance of 30.77 feet;

THENCE, North 89°14'01" East, a distance of 113.89 feet;

THENCE, South 32°10'57" West, a distance of 73.22 feet;

THENCE, North 51°04'59" West, a distance of 65.45 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

(The "Basis of Bearings" for this description is the City of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2,547.64 feet;

THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office a distance of 1,323.00 feet to the Northwest corner of the North ½, of the Northeast ¼, of the Southeast ¼, said Section 14;

THENCE, continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;

THENCE, South 00°02'23" East, a distance of 445.81 feet;

THENCE, North 41°01'02" East, a distance of 159.07 feet;

THENCE, North 32°10'57" East, a distance of 136.11 feet;

THENCE, North 51°04'59" West, a distance of 30.77 feet;

THENCE, North 89°14'01" East, a distance of 107.16 feet to the TRUE POINT OF BEGINNING;

THENCE, North 20°02'58" East, a distance of 178.44 feet to a point in the West boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office;

THENCE, South $00^{\circ}59'59''$ East, a distance of 166.80 feet;

THENCE, South $89^{\circ}14,01''$ West, a distance of 64.09 feet to the TRUE POINT OF BEGINNING.

COUNTER OFFER

1

Document updated:
June 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. This is a Counter Offer originated by: ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant
2. This is a Counter Offer to the ☒ Offer ☐ Counter Offer dated 10/08/2022 between the following Parties:
MO/DA/YR
3. Seller/Landlord: Estate of Teri Nimitz, Christy L Lopez
4. Buyer/Tenant: City of Sedona, an Arizona municipal Corporation
5. Premises Address: 2250 Shelby Drive Sedona AZ 86336
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. Buyer and Seller understand that this Counter DOES create a Landlord/Tenant relationship and they hereby acknowledge that a free copy of the Arizona Residential
8. Landlord and Tenant Act is available through the Arizona Department of Housing's
9. website, per A.R.S. §33-1322.B.

10. OCCUPANCY PERIOD AND COMPENSATION: Upon execution of this Addendum by the parties,
11. Buyer
12. hereby grants Seller permission to retain possession of said Premises for 12 months
13. from close of escrow. Seller shall not pay compensation for post possession time to
14. Buyer.

19. Terms of Acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered in person, by mail,
20. facsimile or electronically, and received by the originating party's Broker named in the Contract Section 8q or 9a as applicable
21. by 10/10/2022 at 5:00 ☐ a.m. ☒ p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.
22. Except as modified by this Counter Offer, all other terms and conditions of the above referenced Offer/Counter Offer(s) shall remain
23. unchanged and deemed accepted. Until this Counter Offer has been accepted in the manner described above, the Parties understand
24. that the Party originating this Counter Offer may withdraw the offer to buy, sell, or lease the Premises.
25. The undersigned acknowledges receipt of a copy hereof.

26. Christy L Lopez Date: 10/04/22 Time: _____
27. ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant
28. _____ Date: _____ Time: _____
29. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant

30. ☐ RESPONSE

31. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the
32. additional Counter Offer, the provisions of the additional Counter Offer shall be controlling.

33. _____ Date: _____ Time: _____
34. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant
35. _____ Date: _____ Time: _____
36. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant

37. ☐ ACCEPTANCE

38. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

39. _____ Date: _____ Time: _____
40. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant
41. _____ Date: _____ Time: _____
42. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____

MO/DA/YR
Page 81