

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 27, 2024

NOTES:

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

www.SedonaAZ.gov

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

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

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

PROCEDURES:

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

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

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - February 13, 2024 City Council Special Meeting - Executive Session.
- b. Minutes - February 13, 2024 City Council Regular Meeting.
- c. AB 3034 Approval of a construction contract for SD-12 Schnebly & Grove Drainage Improvements Project with Asphalt Paving & Supply, Inc., in the amount not-to-exceed \$332,764, subject to the approval of written contract by the City Attorney's Office.
- d. AB 2919 Approval of a Resolution approving the form of the lease purchase agreement with Zions Bancorporation, N.A. and authorizing the execution and delivery thereof for the purchase of two (2) replacement Police Interceptors in the amount of \$180,098.63, plus interest.

4. APPOINTMENTS - None.

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

6. PUBLIC FORUM

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- a. AB 2953 **Presentation/discussion** regarding the December 2023 Sales and Bed Tax Report.
- b. AB 3027 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.
- c. **Discussion/possible action** regarding future meeting/agenda items.

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

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.

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 27, 2024

Page 2, City Council Meeting Agenda Continued

Posted: 2/22/24

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.

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

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes
Special City Council Meeting
Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, February 13, 2024, 2:30 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 2:30 p.m.

2. Roll Call

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

Staff Present item: City Manager Karen Osburn, City Attorney Kurt Christianson, Deputy City Manager Andy Dickey, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Kinsella moved to enter into Executive Session at 2:31 p.m. Seconded by Councilor Williamson. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

a. **Discussion and consultation with the City Attorney for legal advice regarding the Sedona Wastewater Treatment Plant property. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3).**

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

Reconvened in open session at 3:57 p.m.

4. Adjournment

Mayor Jablow 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 February 13, 2024.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, February 13, 2024, 4:30 p.m.

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

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

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

Staff Present: City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Planning Manager Cari Meyer, Assistant City Attorney Monique Coady, Director of Financial Services Cherie White, Accounting Supervisor Renee Stanley, Housing Coordinator Jeanne Frieder, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy Lattanzi advised the Art Reception for Karen Taylor and Mariann Leahy has been re-scheduled for this Thursday, February 15th from 4:00 - 6:00p.m. Nancy introduced Pat Schweiss, Executive Director of the Sedona International Film Festival. Pat stated the Film Festival is 30 years old. He invited all to attend and shared a video that highlighted some of the films featured films that will be offered February 24 - March 3, 2024 and thanked the local hotels and restaurants for their generous contributions. A free concert featuring, *The Watters Band*, will be offered at the end of the event on March 3rd to thank the community for 30 years of the Sedona International Film Festival. For more information visit sedonafilmfestival.com or call 928-282-1177.

3. Consent Items

- a. **Minutes - January 23, 2024 City Council Special Meeting - Executive Session.**
- b. **Minutes - January 23, 2024 City Council Regular Meeting.**
- c. **Approval of Proclamation, Teen Dating Violence & Prevention Awareness Month, February 2024.**
- d. **AB 2990 Approval of a recommendation regarding an application for a Series 7 Beer and Wine Bar Liquor License for Sedona Real Inn Suites located at 95 Arroyo Pinon Drive, Sedona, AZ (File #23597615).**
- e. **AB 3032 Approval of a Resolution calling the 2024 Primary Election for the offices of City Councilor (three seats with four-year terms) and Mayor (two-year term), a proposal for a 25-year Franchise Agreement renewal with AZ Water Company – and to call the 2024 General election, if needed.**
- f. **AB 3033 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Yavapai County Flood Control District (YCFCD) contributing an amount not-to-exceed \$300,000 in YCFCD funds to be used for the completion of the Back O' Beyond Crossing drainage improvement project.**
- g. **AB 3029 Approval of a Resolution authorizing the City of Sedona to enter into a**

Development Agreement with True Freedom Investments, LLC, regarding the approval of a Land Division Permit and timing of property improvements/building permit issuance at 115 Santa Barbara Drive.

Kurt Christianson pulled item 3e, AB 3032 and 3g, AB 3029.

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

Kurt Christianson explained the recent legislative changes to the Primary Election date to from August 6, 2024 to July 30, 2024. The changes also effected the candidate filing dates and the voter registration date. The Franchise Agreement with AZ Water will come back to Council for approval at a future date.

Motion: Councilor Kinsella moved to approve Resolution No. 2024-01 a Resolution calling the 2024 Primary Election for the offices of City Councilor (three seats with four-year terms) and Mayor (two-year term) as amended, and a proposal for a 25-year Franchise Agreement renewal with AZ Water Company as amended, and to call the 2024 General election, if needed. Seconded by Councilor Fultz. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Motion: Councilor Kinsella moved to defer consideration of consent item 3g. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

4. Appointments - None.

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

Vice Mayor Ploog stated the Sister Cities Association is working on a Young Artists and Authors Showcase, the 2024 theme is Climate Scape Resilient Cities for Tomorrow's Climate. Students must be 13-18 years of age by the May 1st deadline.

Councilor Fultz stated the Northern Arizona Council of Governments has two openings Coconino County residents to participate on the Council. He gave an update on the status of the OHV businesses regarding their commitments.

Councilor Kinsella congratulated Vice Mayor Ploog who was recently appointed by Governor Katie Hobbs to the Civil Rights Advisory Board.

Councilor Furman advised that nominations for the Keep Sedona Beautiful (KSB) Awards of Excellence is open and there are a total of nine categories. Nominations should be sent by March 15, 2024. Nominations can be sent by mail to KSB, 360 Brewer Rd., Sedona, AZ 86336, fax to 866-579-6011, or email to ksb@keepsedonabeautiful.org.

6. Public Forum

Opened to the public at 4:55 p.m.

Eric Wyles, Cornville, Founder of the Low Income Student Aide, Inc. (LISA) stated the program has recently been opened at the West Sedona School. He shared how the program benefits students and families.

Brought back to Council at 4:57 p.m.

7. Proclamations, Recognitions & Awards

a. Proclamation, Teen Dating Violence & Prevention Awareness Month, February 2024.

Mayor Jablow read the proclamation and introduced Jessye Johnson, Executive Director of Verde Valley Sanctuary. Jessye thanked Council for their support. She discussed the programs offered to the community.

8. Regular Business

a. AB 3028 Presentation/discussion regarding the Annual Audit findings and Annual Comprehensive Financial Report (ACFR) for the City of Sedona for Fiscal Year 2022-23.

Presentation by Renee Stanley, Cherie White, and Jean Marie Dietrich, CPA, Signing Director for CliftonLarsonAllen Wealth Advisors, LLC.

Questions and comments from Council.

For presentation only.

b. AB 3027 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

Presentation by Kurt Christianson and Lobbyist Todd Baughman of Policy Development Group.

Questions and comments from Council.

By majority consensus, Council agreed to the following:

Support SB1567 - Off Highway Vehicles Education Requirement

Oppose HB2584- Residential building materials; requirements; prohibition

Oppose HB2720/SB1415 - Accessory dwelling units; requirements

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

JoAnne Cook advised there will not be a work session on Wednesday.

9. Executive Session

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

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

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

No Executive Session was held.

10. Adjournment

Mayor Jablow adjourned the meeting at 6:07 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on February 13, 2024.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 3034
February 27, 2024
Consent Items**

Agenda Item: 3c

Proposed Action & Subject: Approval of a construction contract for SD-12 Schnebly & Grove Drainage Improvements Project with Asphalt Paving & Supply, Inc., in the amount not-to-exceed \$332,764, subject to the approval of written contract by the City Attorney's Office.

Department	Public Works
Time to Present	
Total Time for Item	N/A
Other Council Meetings	None
Exhibits	A: Construction Contract B: Cost Proposal C: Construction Plans

Finance Approval	Reviewed 2/20/24 CRW	
City Attorney Approval	Reviewed 2/20/24 KWC	Expenditure Required
		\$ \$332,764
		Amount Budgeted FY24
		\$ 291,071 (remaining balance minus design costs)
City Manager's Recommendation	Approve awarding of a construction contract to Asphalt Paving & Supply Inc., for the Schnebly & Grove Drainage Improvements Project in the amount of \$332,764, subject to approval of the written contract by the City Attorney's Office.	Account No. 22-5320-89-68E2 (Description) (SD-12 Schnebly & Grove Drainage Improvements)

SUMMARY STATEMENT

Staff is requesting City Council approval of a construction contract with Asphalt Paving & Supply, Inc., in the amount of \$332,764 for the SD-12 Schnebly & Grove Drainage Improvements Project. The scope of work for this project includes excavating and placing storm drains while protecting existing utilities.

Background:

This Project (SD-12 Schnebly & Grove Drainage Improvements Project) is one of the recommendations in the 2021 Stormwater Master Plan Update (AoMI 13) based on documented resident complaints and hydraulic modeling which identified structures expected to be inundated by a 10-year storm. This project takes place in the Lazy Bear Estates neighborhood in Uptown Sedona, along Schnebly Rd. between Ridge Dr. and Grove Dr.



Figure 1: Location Map

Procurement:

A total of 5 bids were received by Public Works prior to 2PM on 2/14/2024. The results are listed in the table below:

Table 1: Bid Summary

	Base Bid	Bid Alternate
Engineer's Cost Estimate		\$305,000.00
Tiffany Construction	\$445,662.00	\$524,844.00
Summit Construction	\$442,700.00	\$517,400.00
Asphalt Paving & Supply	\$326,124.00	\$332,764.00

Combs Construction	\$802,325.00	\$878,104.00
Earth Resources Corporation	\$343,995.00	\$366,073.00

Staff propose moving forward with Asphalt Paving & Supply's Bid Alternate proposal. This company has not worked with the City of Sedona in the past but has demonstrated satisfactory work in the Prescott area. Staff has searched their references and license and have found no reason to not award the contract.

Public Outreach:

Public outreach was conducted by visiting each home with a potential driveway conflict. Steel plates will be placed where the open trench will conflict with a driveway. At least 1 lane of traffic will remain open and there are alternative routes around this area of the neighborhood. Minimal impacts to traffic and utilities are expected.

Budget:

The amount remaining in the FY2024 budget for this project, minus design costs, is approximately \$291,071. Budget from the PR-03B Improvements at Ranger Station – Interior Restoration of House and Barn project is proposed to be utilized for the remaining approximately \$42,000 needed for this contract. This funding is available due to the design of the interior remodel work taking longer than expected, a portion of construction will carry over to FY2025. Multiple funding requests with the Coconino County's Flood Control District have been denied.

Schedule:

The construction timeframe is set at 75 days and is anticipated to begin in March 2024.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Not approving this contract will result in continued flooding in this area.

MOTION

I move to: approve awarding of a construction contract to Asphalt Paving & Supply Inc., for the Schnebly & Grove Drainage Improvements Project in the amount of \$332,764, subject to approval of the written contract by the City Attorney's Office.

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2024 by and between the City of Sedona, Arizona, an Arizona municipal corporation, hereinafter called the "City", and **Asphalt Paving & Supply, Inc.**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **SD-12 Schnebly Grove Drainage Improvements Project (the "Project")**, City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of **\$332,764.00**, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.
3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered 1 through 10, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.
4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.
5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona

or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.
7. Contractor, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
8. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.
9. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.
10. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

Advertisement for Bids
Information for and Instructions to Bidders
Bid Proposal and Bid Guaranty Bond
Contract (this document)
Change Orders
Addenda
Performance Bond, Labor and Material Payment Bond
Special Conditions
General Conditions
Technical Specifications
Notice of Award
Notice to Proceed
Plans and Drawings
Design Reports
Standard Specifications
Insurance Certificates

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to

describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds
4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

11. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
 - B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
 - C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

- D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
 - E. **Contractor has given the City Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents** and the written resolution thereof by City Engineer is acceptable to Contractor.
 - F. Contractor has attended mandatory pre-bid meetings and walk-throughs.
12. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
13. City and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
14. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.
15. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
16. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other

agreement from any amounts owed to Contractor under this Agreement.

17. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

BY: _____

NAME: _____

CONTRACTOR:

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

BY: _____

NAME: _____

APPROVED AS TO LEGAL FORM:

BY: _____

(City Attorney)

DATE: _____

Bid Schedule

**City of Sedona – Project
Project # COS 2024-SD-12**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
DEMOLITION NOTES					
1	Sawcut Remove and Dispose of Existing Asphalt	290	SY	19.00	5,510.00
2	Remove Existing Sign and Turn Over to City for Reinstallation	1	LS	461.00	461.00
3	Protect Existing Landscaping	1	LS	885.00	885.00
4	Remove and Dispose of Existing Catch Basin	1	EA	1,351.00	1,351.00
5	Protect Existing Utilities in Place	1	LS	4,245.00	4,245.00
7	Vertically Relocate Existing Water Service (by others)	0	EA	2,100.00	0.00
8	Remove Obstruction Inside Existing Pipe	1	EA	1,000.00	1,000.00
9	Vertically Relocate Existing Sewer Service	2	EA	2,742.00	5,484.00
10	Remove and Dispose of Existing Storm Drain	1	LS	600.00	600.00
CONSTRUCTION NOTES					
1	New 3" AC Over 6" ABC Asphalt Pavement	290	SY	111.00	32,190.00
2	New 18" Dia SRP Storm Drain	470	LF	211.00	99,170.00
3	Slurry Backfill at Sewer/Storm Drain Crossing	1	EA	2,162.00	2,162.00
4	New Inlet Dry Stacked Rock Headwall – Detail 5	1	LS	6,155.00	6,155.00
5	New MAG Single Type "G" Catch Basin	2	EA	6,500.00	13,000.00
6	New Modified MAG Single Type "G" Catch Basin - Detail 7	1	EA	7,500.00	7,500.00
7	New Modified MAG Single Type "G" Catch Basin - Detail 10	1	EA	7,000.00	7,000.00
8	Hand-Place 9" Thick D50=6" Riprap	5	CY	400.00	2,000.00
9	New Slope Retaining Dry Stacked Rock Wall	115	LF	280.00	32,200.00
10	Grade and Clean Existing Culvert Outlet	1	EA	900.00	900.00
11	New 18" Dia, 12 Gage SRP for Slotted Drain	40	LF	250.00	10,000.00
12	New Modified MAG Type "A" Catch Basin	1	EA	13,500.00	13,500.00
13	New Contech 2-1/2" Trapezoidal Slotted Drain	28	LF	112.00	3,136.00
15	New Concrete Sign Base	1	EA	600.00	600.00
16	New Yellow Hazard Marker (Type 1)	2	EA	270.00	540.00
MISCELLANEOUS					

	Construction Stakes, Lines, & Grades	1	LS	6,300.00	6,300.00
	Coordination with Utility Companies	1	LS	1,500.00	1,500.00
	Quality Control and Testing	1	LS	7,900.00	7,900.00
	As Built Plan Preparation	1	LS	2,900.00	2,900.00
	Storm Water Pollution Prevention Measures	1	LS	4,000.00	4,000.00
	Traffic control	1	LS	9,000.00	9,000.00
	Mobilization/Clear & Grub	1	LS	29,935.00	29,935.00
	Demobilization	1	LS	15,000.00	15,000.00
	TOTAL BASE BID			326,124.00	
	BID ALTERNATE				
14	"FAST" Pavement Treatment	1,660	SY	4.00	6,640.00
	TOTAL ALTERNATE BID			6,640.00	
	TOTAL BASE BID + ALTERNATE BID			332,764.00	

CIP: COMPLETE IN PLACE

Owner reserves the right to vary the quantities shown at their discretion. The contractor will accept the quantities if no corrections are made at the conclusion of the pre-bid meeting. All facilities incidental to the item are included in the unit price estimate. Bid Prices submitted include all local, state and federal taxes.

UNIT PRICES SHALL BE USED WHEN EXTENSION OF UNIT PRICES AND TOTAL AMOUNT CONFLICT. WRITTEN UNIT PRICES SHALL BE USED WHEN WRITTEN AND NUMERICAL UNIT PRICES CONFLICT. BID PRICES SUBMITTED INCLUDE ALL LOCAL, STATE AND FEDERAL TAXES.

The City of Sedona reserves the right to reject all bids, or to award only the base bid, or to award a bid based upon the total of the Base Bid plus additive alternate(s) as selected for award from the additive alternate bid schedule, if additive alternate bid schedule is applicable.



CITY OF SEDONA
GROVE DR AND SCHNEBLY RD DRAINAGE IMPROVEMENTS PROJECT

LOCATED IN A PORTION OF SECTION 7, TOWNSHIP 17 NORTH,
RANGE 6 EAST, GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA.

CONTACT INFORMATION

OWNER	CITY OF SEDONA 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 (930) 204-7111 KURT HARRIS PUBLIC WORKS DIRECTOR
MAYOR	SCOTT JARLOW
VICF MAYOR	HOLLI PIDDIG
CITY COUNCIL	MELISSA DUNN BRIAN FULTZ PETE FURMAN KATHY KINSELLA JESSICA WILLIAMSON
CITY MANAGER	KAREN OSBURN
ENGINEER	JE FULLER HYDROLOGY & GEOMORPHOLOGY 8400 S KYRENE RD, STE 201 TEMPE, AZ 85284 (480) 722-2124 ROB O. LYONS, PE

BENCHMARKS

CITY OF SEDONA BENCHMARK NO. 67
ELEVATION = 4323.60 (NAVDOSS)
N 140725.529
E 746868.1028
PER CITY OF SEDONA CONCRETE SURVEY
AS RECORDED IN BOOK 183 OF LAND
SURVEYS, PAGE 94
N 40725.529 STAMPED "717N REC 1
57/58 1957", FOUND 140 FT EASTERLY OF SR
89A BETWEEN INTERSECTION WITH FOREST RD
AND JOHNS VALLEY RD
CITY OF SEDONA BENCHMARK NO. 78
ELEVATION = 4234.97 (NAVDOSS)
N 140696.313
E 745436.0694
PER CITY OF SEDONA CONCRETE SURVEY
AS RECORDED IN BOOK 183 OF LAND
SURVEYS, PAGE 94
N 40696.313 STAMPED "ELEV 4240.27
1974" FOUND IN CONCRETE HEADWALL NORTH OF
SR 89A AND SOUTH OF SEDONA POST OFFICE.
CITY OF SEDONA BENCHMARK NO. 208
ELEVATION = 4285.33 (NAVDOSS)
N 140524.529
E 746175.5088
PER CITY OF SEDONA CONCRETE SURVEY
AS RECORDED IN BOOK 183 OF LAND
SURVEYS, PAGE 94
N 140524.529 STAMPED "POC 1128X36.3
ELEV 4291.11 1974" FOUND IN CURB BASIN
HEADWALL ALONG THE NORTH CATCH OF SR 89A
AT THE INTERSECTION WITH FOREST RD
CITY OF SEDONA BENCHMARK NO. 213
ELEVATION = 4202.61 (NAVDOSS)
N 140524.529
E 746510.5479
PER CITY OF SEDONA CONCRETE SURVEY
AS RECORDED IN BOOK 183 OF LAND
SURVEYS, PAGE 94
N 140524.529 STAMPED "ELEV 4198.95
1974" FOUND IN BRASS CAP STAMPED "ELEV 4198.95
1974" FOUND IN DECK OF BRIDGE OVER OAK CREEK ON

APPROVAL

APPROVED: Kurt Harris 1-4-24
KURT HARRIS DATE
PUBLIC WORKS DIRECTOR

UTILITY COORDINATION BLOCK

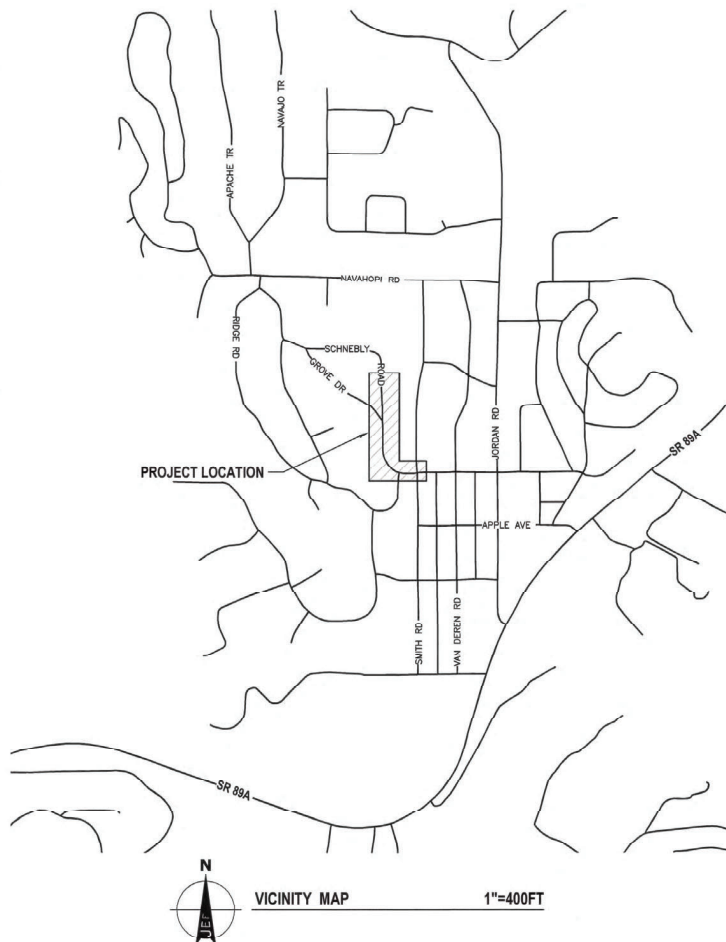
ARIZONA PUBLIC SERVICE	MATTHEW HERRERA <i>COMPANY REPRESENTATIVE CONTACTED</i>	RECEIVED: _____
ARIZONA WATER COMPANY	CASEY GOFF <i>COMPANY REPRESENTATIVE CONTACTED</i>	RECEIVED: _____
SUDDENLINK	SANFORD YAZZIE <i>COMPANY REPRESENTATIVE CONTACTED</i>	RECEIVED: _____
UNISOURCE	MARTIN COABRY <i>COMPANY REPRESENTATIVE CONTACTED</i>	RECEIVED: _____
CENTURYLINK	RODNEY MCKEE <i>COMPANY REPRESENTATIVE CONTACTED</i>	RECEIVED: _____
CITY OF SEDONA SEWER	SALVADOR VALENZUELA <i>CHAIRMAN REPRESENTATIVE CONTACTED</i>	RECEIVED: _____

ABBREVIATIONS

[illegible]

DRAWING INDEX

SHT.#	DWG.#	DRAWING NAME
1	CD1	COVER SHEET
2-6	DT01-DT03	DETAILS
7-8	PP01-PP02	STORMDRAIN PLAN AND PROFILE
9-10	EC01-EC02	EROSION CONTROL PLAN



**EXISTING FEATURES &
UTILITIES LEGEND**

	SURVEY CONTROL POINT
	STEEP HILLSIDE
	SEWER CLEANOUT
	STREET HYDRANT
	WATER VALVE
	SEWAGE VALVE
	WATER METER
	MARKING
	UTILITY POLE
	TELEPHONE HOOK
	GAS METER
	ELECTRIC TRANSFORMER
	CONTOUR
	EXIST CURBMENT
	EXIST EASEMENT (AS NOTED)
	PAVING LINE
	ROW LINE
	PAVING AS NOTED
	WALL AS NOTED
	CONCRETE
	PAVEMENT
	EXIST REPAV
	CHANNY SEWER
	GAS
	INTERCONNECTED POWER
	OVERHEAD POWER
	WATER
	CABLE TV
	EXISTING TREE
	PRUNING CACTUS

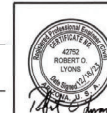
PROPOSED FEATURES & UTILITIES LEGEND

NOTE: DRAINAGE IMPROVEMENTS
SHOWN ON THESE PLANS HAVE BEEN
DESIGNED FOR A 25-YEAR
RECURRENCE INTERVAL STORM.

RECORD DRAWING STATEMENT

I, _____, HEREBY STATE, BASED ON MY FIELD OBSERVATION AND INFORMATION PROVIDED BY THE GENERAL CONTRACTOR AND OTHERS, THAT THE WORK ON SHEETS 1 THROUGH _____, MARKED AS "RECORD DRAWING" HAS BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THESE CONSTRUCTION PLANS, SPECIFICATIONS, INCLUDING CHANGES AND REVISIONS.

REGISTERED LAND SURVEYOR/ENGINEER	DATE
REGISTRATION NUMBER	EXPIRATION DATE



DRAFTING NO.

C01

SHT NO.	OF
1	10

--	--	--

REVISIONS			
NO.	DESCRIPTION	DATE	BY



8400 S Kyrene Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ

JOB NO:	P3948.01
DATE:	11/08/2023
SCALES:	HQB: 1"=100' VER: N/A
DRAWN:	CRF
DESIGN:	NUL
CHECKED:	ROI

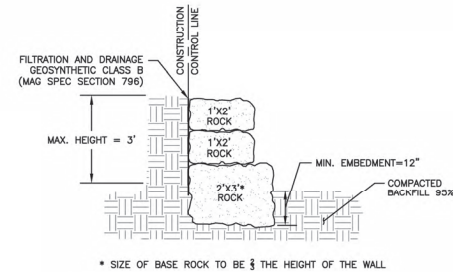
COVER SHEET



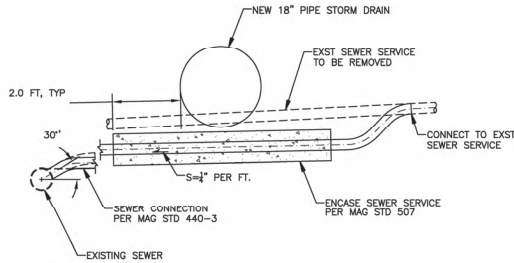
PLOTTED: Dec 18, 2023 4:11pm

GENERAL NOTES

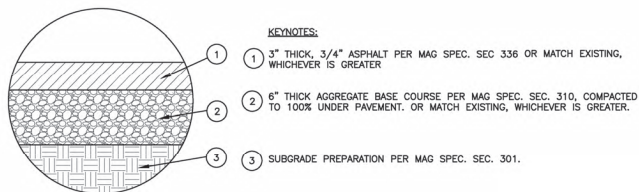
1. ALL WORK SHALL CONFORM TO MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION DATED 2015 AND CURRENT REVISIONS THERETO AS MODIFIED BY THE CITY OF SEDONA CITY CODE SECTION 7.
2. THE INFORMATION ON THESE DRAWINGS SHOWING THE TYPE, SIZE AND LOCATION OF EXISTING UTILITIES IS BASED ON THE BEST INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXACT LOCATION AND PROTECT ALL UTILITIES THAT ARE TO REMAIN, UNLESS OTHERWISE NOTED OR SPECIFIED.
3. THE CONTRACT SHALL BE RESPONSIBLE FOR CONTACTING BLUE STAKE (1-800-782-5348) TO INSURE ALL UTILITIES ARE PROPERLY MARKED PRIOR TO EXCAVATION.
4. EXACT POINT OF MATCHING, TERMINATION AND OVERLAY MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER IF NECESSARY.
5. THE CONTRACTOR SHALL REMOVE ALL STRUCTURES AND OBSTRUCTIONS IN CONFLICT WITH THE PROPOSED CONSTRUCTION WITHIN THE PROJECT RIGHT-OF-WAY, EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS, UNLESS OTHERWISE NOTED ON THE PLANS.
6. THE CONTRACTOR SHALL MAINTAIN UTILITY SERVICES AND DRAINAGE WITHOUT INTERRUPTION THROUGHOUT THIS CONTRACT. THE CONTRACTOR MUST ALSO PROTECT THE TRENCH, CHANNEL, AND PIPE FROM STORMWATER DAMAGE DURING RAIN EVENTS. THIS INCLUDES KEEPING DEBRIS OUT OF THE SYSTEM.
7. ELEVATIONS SHOWN ON PLAN ARE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
8. A SET OF SIGNED AND APPROVED CONSTRUCTION DOCUMENTS WILL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY AND SUBMITTED TO THE CITY ENGINEER UPON COMPLETION OF CONSTRUCTION.
9. CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO EXISTING UTILITY LINES UNLESS AN ENCROACHMENT PERMIT SPECIFIES OTHERWISE.
10. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT LIGHTED BARRICADES AND SIGNAGE TO PROVIDE FOR THE SAFETY OF THE GENERAL PUBLIC TO THE SATISFACTION OF THE CITY ENGINEER.
11. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
12. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ACCESS AT ALL TIMES FOR ADJACENT PROPERTY OWNERS, INCLUDING MAIL DELIVERY AND TRASH PICKUP. IF DRIVE PLATES OR OTHER LIMITED ACCESS MECHANISMS ARE EMPLOYED, ADEQUATE SAFETY DEVICES SHALL BE USED TO INSURE THAT THE VEHICLE IS ABLE TO DIFFERENTIATE THE CROSSING FROM THE TRENCH IN BOTH DAYTIME AND NIGHTTIME HOURS.
13. ALL EXPOSED CONCRETE AND METAL SURFACES SHALL BE SEDONA RED PER THE SPECIFICATIONS.
14. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR IS TO COORDINATE WORK WITH ALL UTILITY COMPANIES.



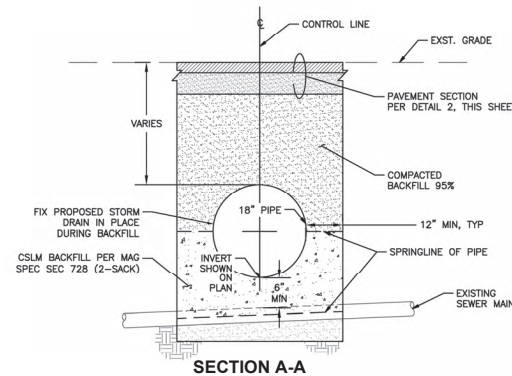
3 CITY OF SEDONA DRY STACK ROCK WALL
CITY OF SEDONA STANDARD DETAIL. NTS



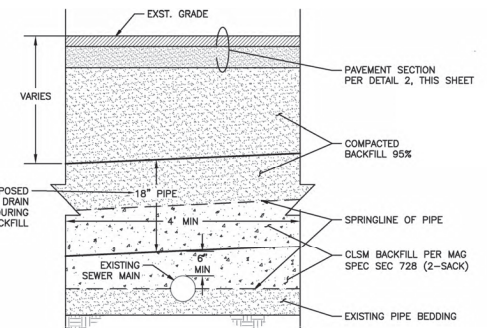
1 SEWER SERVICE RELOCATION DETAIL
NTS



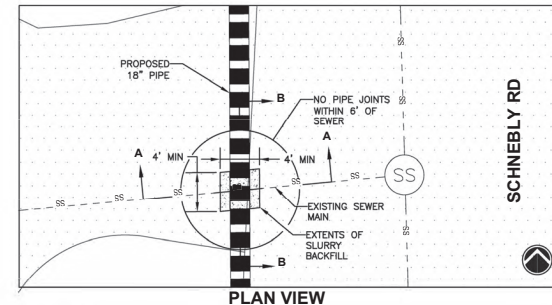
2 TYPICAL PAVEMENT SECTION
NTS



SECTION A-A



SECTION B-B



PLAN VIEW

4 STORM DRAIN/SEWER LATERAL CROSSING TRENCH DETAIL
NTS



FILE: R:\projects\Nancy\sedona\Grove_Schneibly\DWG\UT.dwg <CDD: Imparior>

REVISIONS			
NO.	DESCRIPTION	DATE	BY



8400 S Kyrone Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ

JOB NO:	P3948.01
DATE:	11/08/2023
SCALE:	H&S-A
VER:	N/A
DRAWN:	CRF
DESIGN:	ROL
CHECKED:	ROL

DETAILS SHEET



DRAWING NO.

DT01

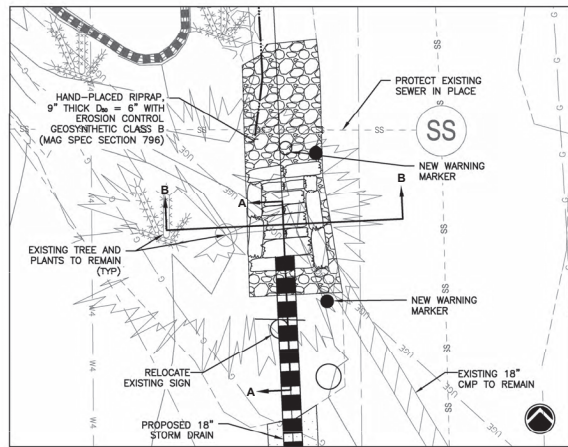
SHT NO.

2

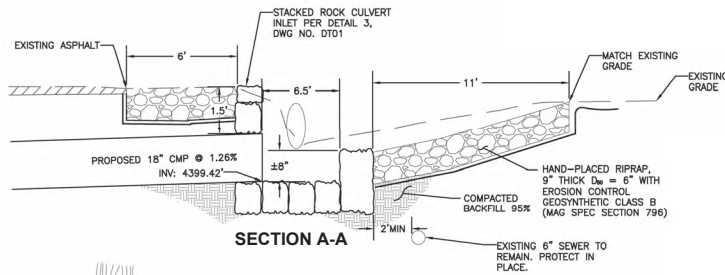
OF

10

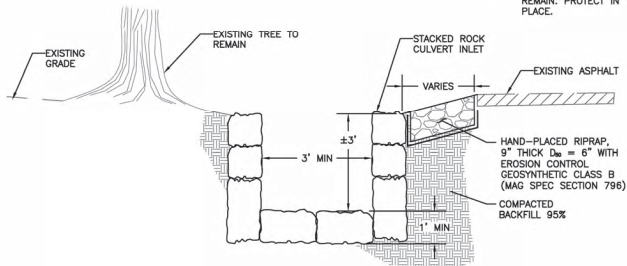
PLOTTED: Dec 18, 2023 - 11:17 am



PLAN VIEW
SCALE: 1"=5'



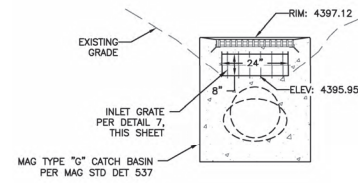
SECTION A-A



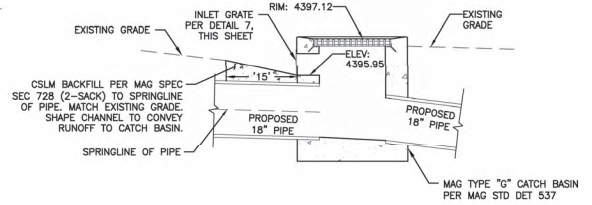
SECTION B-B

5 STACKED ROCK HEADWALL DETAIL

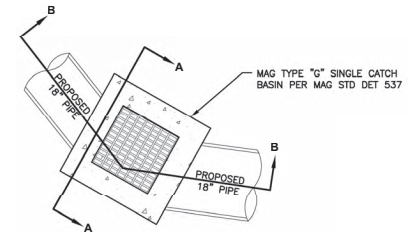
NTS



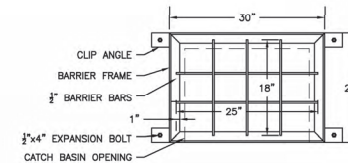
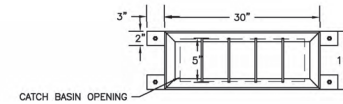
SECTION A-A



SECTION B-B



6 MODIFIED MAG TYPE "G" CATCH BASIN
NTS



7 MODIFIED MAG TYPE "G" CATCH BASIN

1. GALVANIZE ALL FERROUS PARTS AFTER FABRICATION.
2. FRAME AND CLIP ANGLES SHALL HAVE OUTSTANDING LEGS OUT.
3. ALL STEEL SHALL BE IN ACCORDANCE WITH ASTM A36.
4. BARRIER BARS SHALL BE EQUALLY SPACED.
5. ALL WELDING SHALL BE IN ACCORDANCE WITH ADOT STD SPEC. 604-3.06

NTS



FILE: R:\projects\Kerry\sedona\Draw_Schedule\DWG\DT_Ang <CDD- Imparison>

NO.	DESCRIPTION	REVISIONS	DATE	BY

JE FULLER
define+communicate+solve

8400 S Kyrre Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLEY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ

JOB NO: P3648.01
DATE: 11/08/2023
SCALE: H&L 3/4"
VER: N/A
DRAWN: CRF
DESIGN: ROL
CHECKED: ROL

DETAILS SHEET

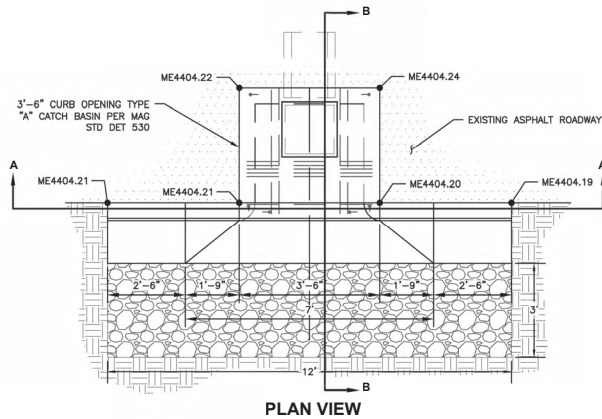
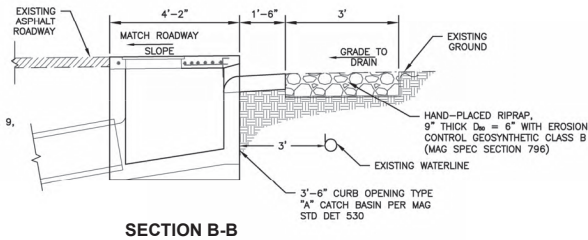
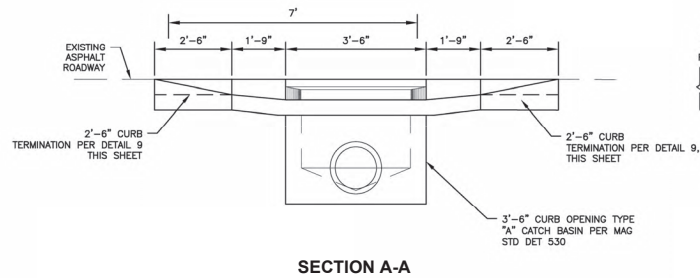
Contact Arizona 911 at least two full working days before you begin excavation

ARIZONA
Call 811 or click Arizona811.com

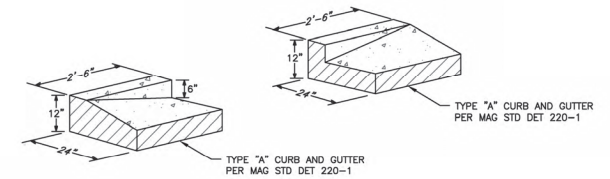
DRAWING NO.
DT02
SHT NO.
3
OF
10

PLOTTED: Dec 18, 2023 4:17 PM

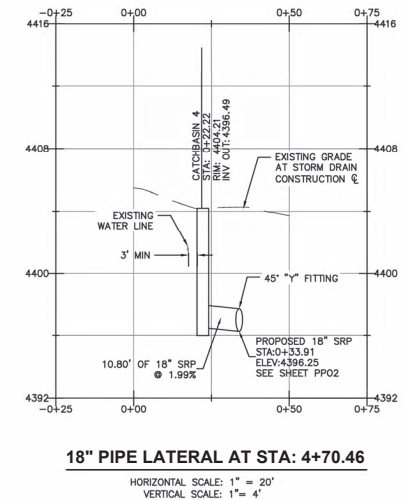
FILE: C:\projects\Kyrine\Station\Kyrine_Schematic\DWG\DT.dwg <C3D - Imperial>



8 MODIFIED MAG TYPE "A" CATCH BASIN
NTS



9 CURB AND GUTTER TERMINATION
NTS



REVISIONS			
NO.	DESCRIPTION	DATE	BY



JE FULLER
define • communicate • solve

8400 S Kyrene Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLEY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ

JOB NO: P3948.01
DATE: 11/08/2023
SCALE: VSB-N/A
DRAWN: CRP
DESIGN: ROL
CHECKED: ROL

DETAILS SHEET

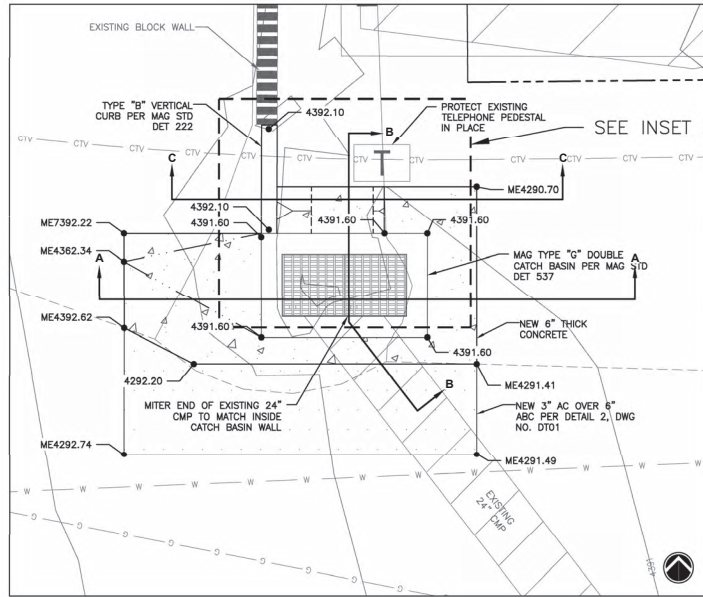
Contract Arizona 811 at least two full working days before you begin excavation



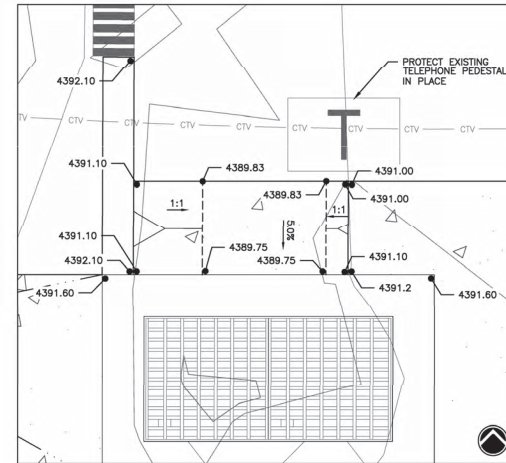
Call 811 or click Arizona811.com

DRAWING NO.
DT03

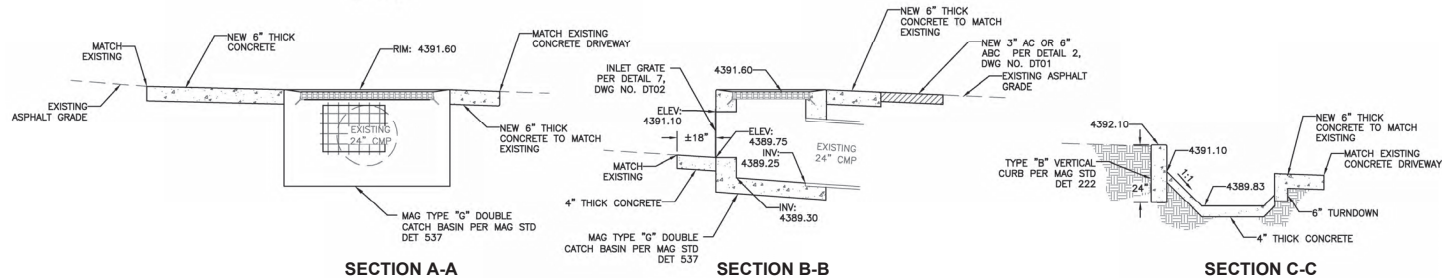
SHT NO. 4 OF 10



PLAN VIEW
1" = 2'



INSET A
1" = 1'



SECTION A-A

SECTION B-B

SECTION C-C

10 MODIFIED DOUBLE MAG TYPE "G" CATCH BASIN
NTS

NO.	DESCRIPTION	DATE	BY



8400 S Kyrone Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

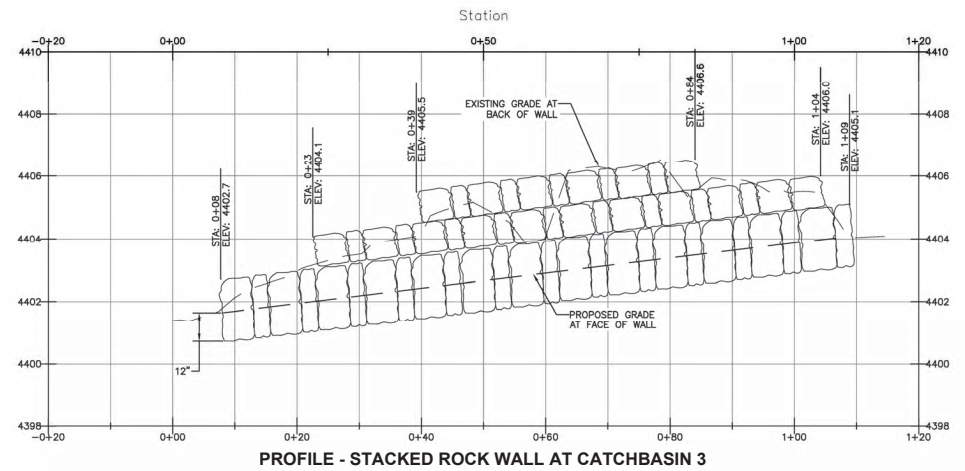
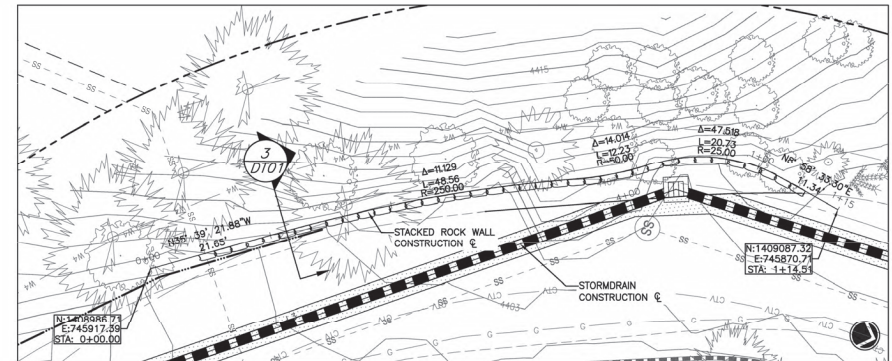
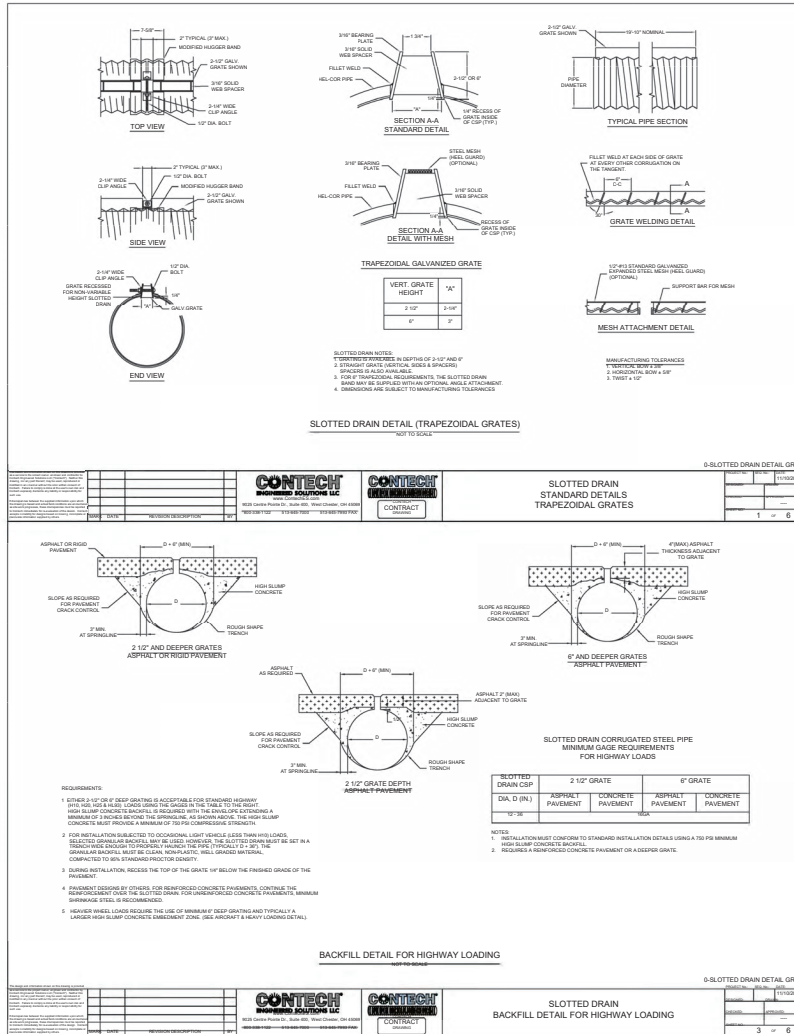
**GROVE DR AND SCHNEBLY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ**

JOB NO: P3648.01
DATE: 11/06/2023
SCALE: H&L-N/A
VER: N/A
DRAWN: CRF
DESIGN: ROL
CHECKED: ROL

DETAILS SHEET



DRAWING NO.
DT04
SHEET NO. 5 OF 10



* FINAL EXTENTS OF STACKED ROCK WALL TO BE DETERMINED BY DIRECTION OF CITY OF SEDONA.



REVISIONS			
NO.	DESCRIPTION	DATE	BY



JE FULLER
define+communicative

8400 S Kyrre Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLEY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ

JOB NO:	P3948.01
DATE:	11/08/2023
SCALE:	HSE-N/A
VER:	N/A
DRAWN:	CRF
DESIGN:	ROL
CHECKED:	ROL

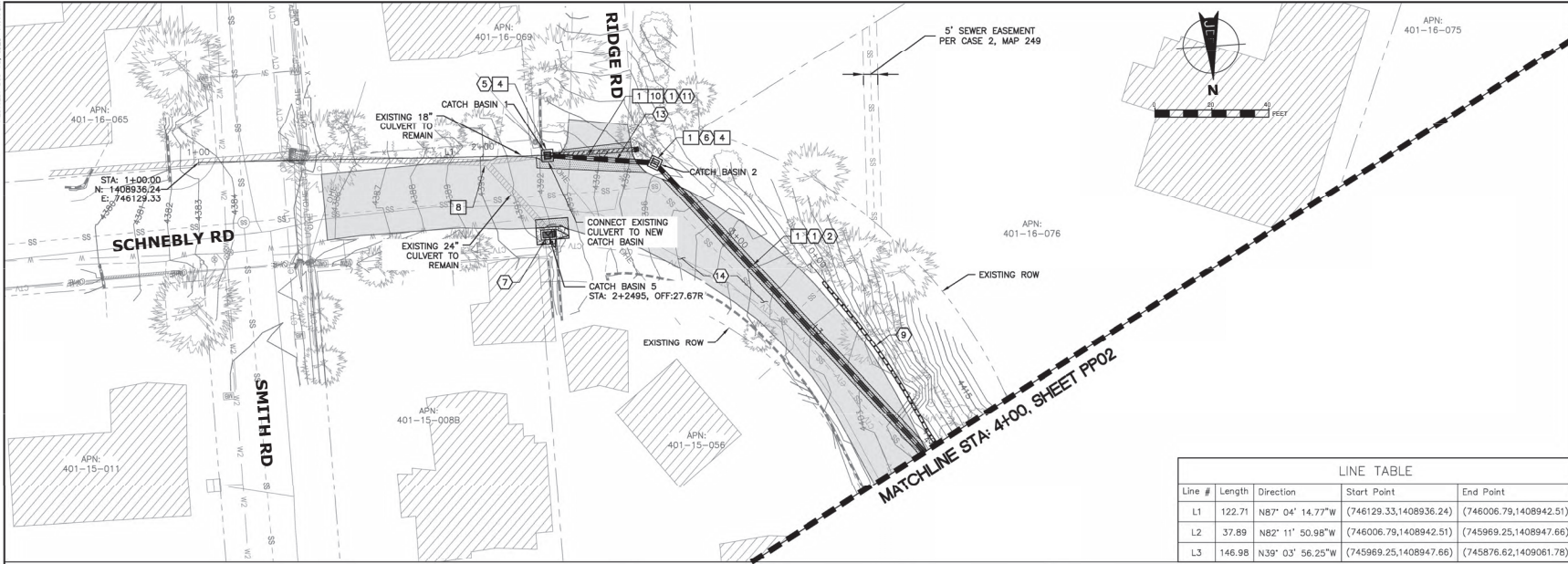
DETAILS SHEET



DRAWING NO.	DT05
SHT NO.	6
OF	10

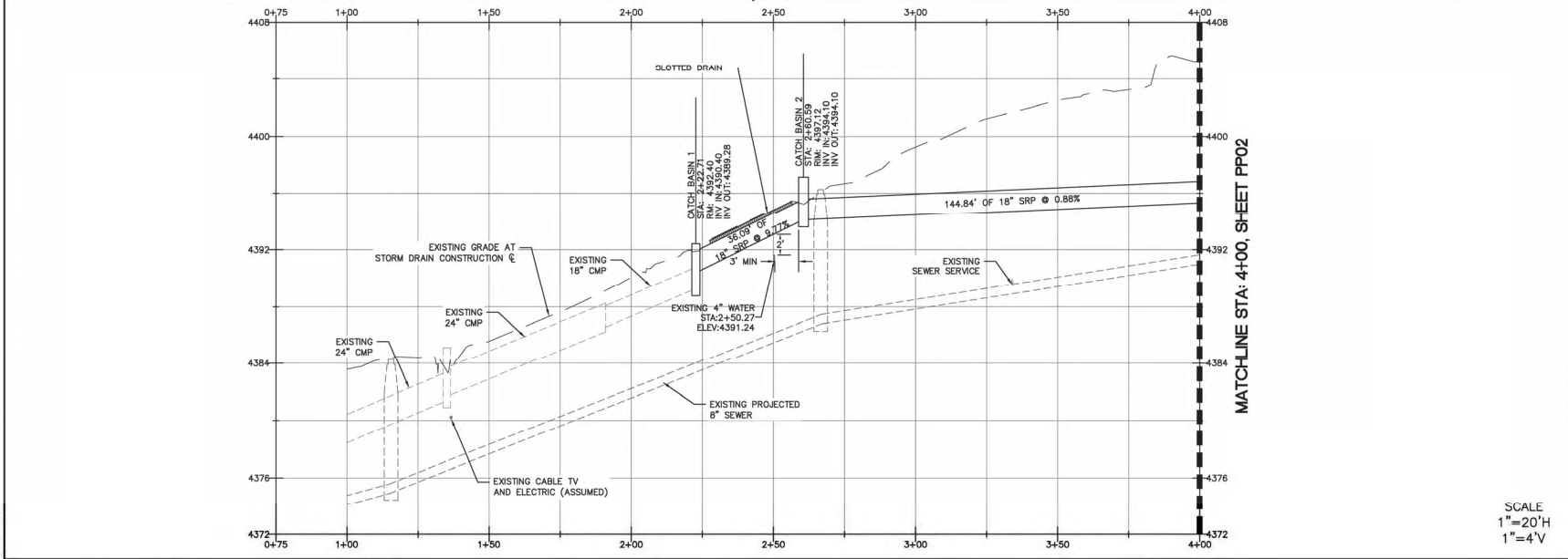
PLOTTED: Dec 16, 2023 11:17 AM

FILE: \\projects\kenney\sedona\Grove_Schnebley\DWG\PP.dwg <C3D: Imperial>



LINE TABLE				
Line #	Length	Direction	Start Point	End Point
L1	122.71	N87° 04' 14.77\"W	(746129.33,1408936.24)	(746006.79,1408942.51)
L2	37.89	N82° 11' 50.98\"W	(746006.79,1408942.51)	(745969.25,1408947.66)
L3	146.98	N39° 03' 56.25\"W	(745969.25,1408947.66)	(745876.62,1409061.78)

REMOVAL NOTES		
NO.	DESCRIPTION	EST. QTY. THIS SHEET
1	SAWCUT, REMOVE AND DISPOSE OF EXISTING ASPHALT	90 SY
3	PROTECT EXISTING LANDSCAPING	1 LS
4	REMOVE AND DISPOSE OF EXISTING CATCH BASIN	1 EA
5	PROTECT EXISTING UTILITY IN PLACE	1 LS
8	REMOVE OBSTRUCTION INSIDE EXISTING PIPE	1 EA
10	REMOVE AND DISPOSE OF EXISTING STORM DRAIN	30 LF



CONSTRUCTION NOTES		
NO.	DESCRIPTION	EST. QTY. THIS SHEET
1	NEW 3\" AC OVER 6\" ABC ASPHALT PAVEMENT PER DETAIL 2, SHEET DT01	90 SY
2	NEW 18\" DIA. SRP STORM DRAIN.	135 LF
4	NEW MAG SINGLE TYPE \"G\" CATCH BASIN PER MAG STD DET 537, MODIFIED PER DETAIL 6, SHEET DT02	1 EA
6	NEW MAG SINGLE TYPE \"G\" CATCH BASIN PER MAG STD DET 537, MODIFIED PER DETAIL 6, SHEET DT02	1 EA
7	NEW MAG DOUBLE TYPE \"G\" CATCH BASIN PER MAG STD DET 537, MODIFIED PER DETAIL 10, SHEET DT04	1 EA
9	NEW SLOPE RETAINING DRY STACKED ROCK WALL PER DETAIL 3, SHEET DT01, AND PER PLAN AND PROFILE DWG NO. DT05.	200 SF
11	NEW 18\" DIA. 12 GA. SRP FOR SLOTTED DRAIN.	40 LF
13	NEW CONTECH 2-1/2\" TRAPEZOIDAL GRATE SLOTTED DRAIN PER DETAILS ON DWG NO. DT05, MODIFIED TO USE 2-SACK, CONTROLLED LOW STRENGTH MATERIAL PER MAG SPEC SEC 728 IN PLACE OF \"HIGH SLUMP CONCRETE.\" GRATE RIM ELEVATION TO MATCH EXISTING GRADE, WARP NEW PAVEMENT TO CREATE SMOOTH SURFACE.	28 LF
14	FRACTURED AGGREGATE SURFACE TREATMENT (FAST) AT COMPLETION OF CONSTRUCTION.	685 SY

SCALE
1\"=20'H
1\"=4'V



REVISIONS		
NO.	DESCRIPTION	DATE BY



8400 S Kyrene Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLEY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ

JOB NO: P3948.01
DATE: 11/06/2023
SCALE: H&V-15'-20'
VER-1\"=4'
DRAWN: CRP
DESIGN: ROL
CHECKED: ROL

STORM DRAIN
PLAN AND PROFILE

Contract Arizona 911 at least two full working days before you begin excavation

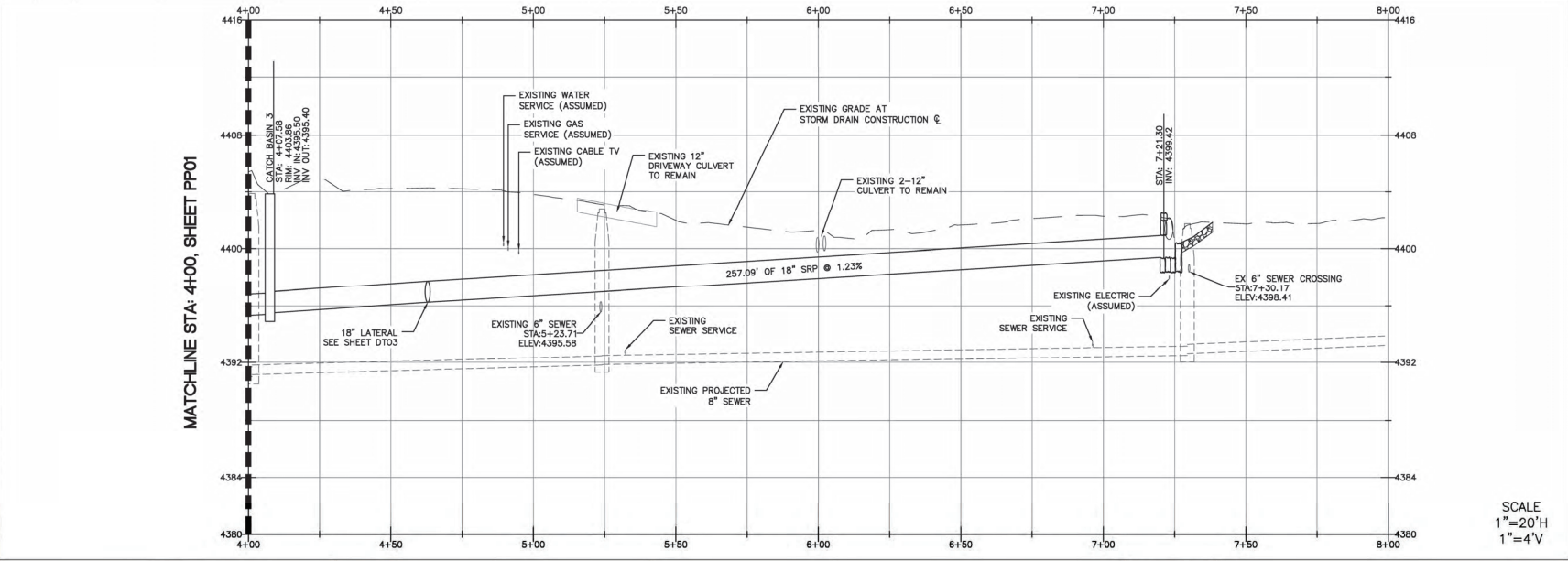
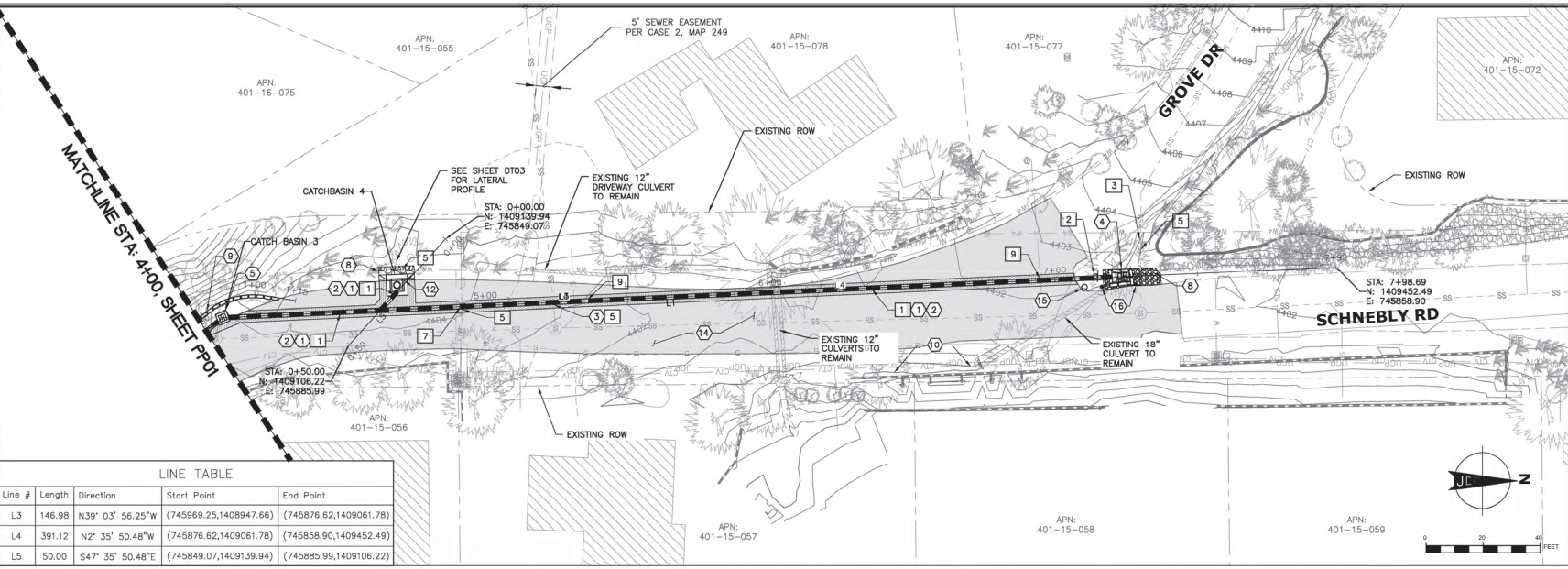


Call 911 or click Arizona911.com

DRAWING NO.
PP01

SHT NO. 7 OF 10

PLOTTED: Dec 18, 2023 8:10am
FILE: P:\projects\Agency\Station\Drawings\Storm\Station\SDI\PP.dwg <<CDD: Impervious>>



REVISIONS			
NO.	DESCRIPTION	DATE	BY



8400 S Kyrene Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

**GROVE DR AND SCHNEBLY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ**

JOB NO: P3948.01
DATE: 11/08/2023
SCALE: 1/8"=1'-0"
DRAWN: CRF
DESIGN: ROL
CHECKED: ROL

**STORM DRAIN
PLAN AND PROFILE**

Contract Arizona 811 at least two full
working days before you begin excavation



Call 811 or click Arizona811.com

DRAWING NO.
PP02

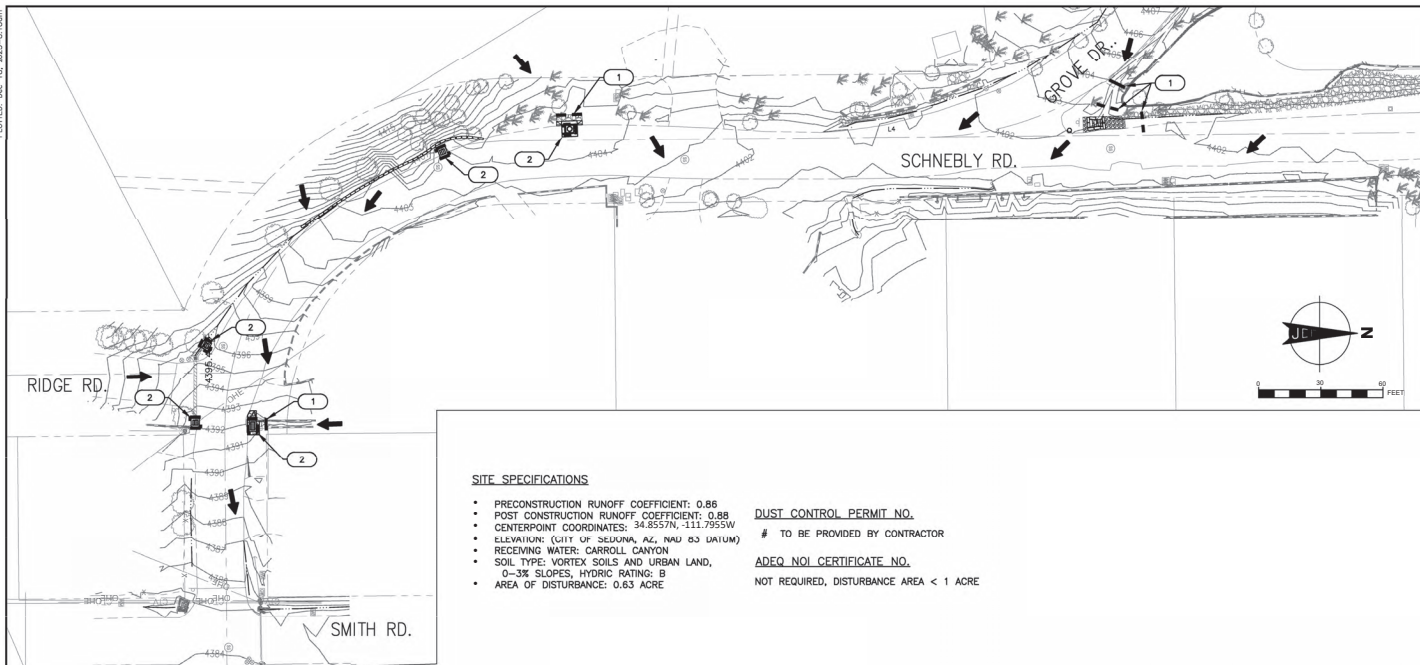
SHT NO. 8 OF 10

REMOVAL NOTES		
NO.	DESCRIPTION	EST. QTY. THIS SHEET
1	SAWCUT, REMOVE AND DISPOSE OF EXISTING ASPHALT	200 SY
2	REMOVE AND PROTECT SIGN AND TURN OVER TO CITY FOR REINSTALLATION	1 EA
3	PROTECT EXISTING LANDSCAPING	1 LS
5	PROTECT EXISTING UTILITY IN PLACE	1 LS
7	RELOCATE EXISTING WATER SERVICE PER AZ WATER COMPANY DETAIL E-9-5-1	1 EA
9	VERTICALLY RELOCATE EXISTING SEWER SERVICE PER DETAIL 1, DRAWING NO. DT01.	2 EA

CONSTRUCTION NOTES		
NO.	DESCRIPTION	EST. QTY. THIS SHEET
1	NEW 3" AC OVER 6" ABC ASPHALT PAVEMENT PER DETAIL 2, SHEET DT01	200 SY
2	NEW 18" DIA. SRP STORM DRAIN.	270 LF
3	SLURRY BACKFILL AT SEWER/STORM DRAIN CROSSING PER DETAIL 4 DWG NO. DT01.	1 EA
4	NEW INLET DRY STACKED ROCK HEADWALL PER DETAIL 5, DWG NO. DT02.	80 SF
5	NEW MAG SINGLE TYPE "O" CATCH BASIN PER MAG STD DET 537	1 EA
6	HAND-PLACED 9" THICK D ₅₀ =6" RIPRAP PER DETAIL 5, DWG NO. DT02, OR DETAIL 8, DWG NO. DT03.	5 CY
9	NEW SLOPE RETAINING DRY STACKED ROCK WALL PER PLAN AND PROFILE DWG NO. DT05.	135 SF
10	GRADE AND CLEAN EXISTING CULVERT OUTLET DITCH TO PROVIDE POSITIVE DRAINAGE	1 EA
12	NEW MAG TYPE "A" CATCH BASIN PER MAG STD DET 530, MODIFIED PER DETAIL 8, DWG NO. DT03	1 EA
14	FRACTURED AGGREGATE SURFACE TREATMENT (FAST) AT COMPLETION OF STORM DRAIN CONSTRUCTION. CONSTRUCT SIGN BASE PER ADOPTED STD DWG NO. S-3. COORDINATE INSTALLATION WITH CITY OF SEDONA	975 SY
15	NEW YELLOW HAZARD MARKER PER MAG STD DET 141 OR APPROVED EQUAL.	1 EA
16	NEW YELLOW HAZARD MARKER PER MAG STD DET 141 OR APPROVED EQUAL.	2 EA



SCALE
1"=20'H
1"=4'V



LEGEND

- STRAW WATTLE
- ▨ RIPRAP
- NOTE
- ➔ DRAINAGE/FLOW PATH

CONTRACTOR CONTACT INFORMATION

OPERATOR NAME: _____
CONTACT NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
EMAIL: _____
PHONE NUMBER: _____

24-HOUR CONTACT INFORMATION (IF DIFFERENT)

OPERATOR NAME: _____
CONTACT NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
EMAIL: _____
PHONE NUMBER: _____

* TO BE FILLED IN BY RESPONSIBLE PARTY PRIOR TO PERMIT ISSUANCE.

INSPECTION SCHEDULE

- BMPs shall be inspected every 10 days or within 24 hours of a rainfall event.
- Damaged or missing BMPs will be replaced or repaired within 24 hours or prior to any forecasted rainfall.

SITE SPECIFICATIONS

- PRECONSTRUCTION RUNOFF COEFFICIENT: 0.88
- POST CONSTRUCTION RUNOFF COEFFICIENT: 0.88
- CENTERPOINT COORDINATES: 34.8557N, -111.7955W
- ELEVATION: CITY OF SEDONA, AZ, NAD 83 UTM10N
- RECEIVING WATER: GARROLL CANYON
- SOIL TYPE: VORTEX SOILS AND URBAN LAND
- 0-3% SLOPES, HYDRIC RATING: B
- AREA OF DISTURBANCE: 0.63 ACRE

DUST CONTROL PERMIT NO.

TO BE PROVIDED BY CONTRACTOR

ADEQ NOI CERTIFICATE NO.

NOT REQUIRED, DISTURBANCE AREA < 1 ACRE

GENERAL NOTES

- NO WORK OF ANY KIND MAY COMMENCE UNTIL ALL EROSION CONTROL MEASURES AND BEST MANAGEMENT PRACTICES (BMPs) ARE INSTALLED, INSPECTED, AND APPROVED BY THE CITY OF SEDONA.
- CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF PLAN AND PERMITTING DURING CONSTRUCTION. THIS PLAN IS INTENDED TO BE DYNAMIC AND IF THERE ARE MAJOR MODIFICATIONS OR UNANTICIPATED CONDITIONS, THE CONTRACTOR SHALL REVIEW THEM WITH THE CITY OF SEDONA AND ENGINEER AND UPDATE THE PLAN. ANY CHANGES TO THE PLAN SHALL BE NOTED AND DATED ON THE PLAN, MAKING CHANGES TO THE PLAN WHERE IT IS NOT EFFECTIVE IS A REQUIREMENT OF THE AZPDES.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- NO ASPHALT OR CONCRETE PLANTS ARE ALLOWED ON SITE WITHOUT INSTALLATION OF ADDITIONAL POLLUTION CONTROL MEASURES.
- THE CONTRACTOR SHALL KEEP ALL DOCUMENTS INCLUDING THE PLAN, INSPECTION REPORTS, BEGINNING AND ENDING DATES OF MAJOR CONSTRUCTION AND GRADING ACTIVITIES AND STABILIZATION EFFORTS, AND A COPY OF ANY APPLICABLE PERMITS OR NOTICES.
- CONTRACTOR SHALL POST A SIGN AT THE ENTRANCE TO THE SITE CONTAINING APPLICABLE PERMITS OR NOTICES, CONSTRUCTION SITE CONTACT NAME AND TELEPHONE NUMBER AND A BRIEF DESCRIPTION OF THE PROJECT.
- THIS PLAN WILL BE STORED ON-SITE AND BE MADE AVAILABLE UPON REQUEST.
- CONTRACTOR IS RESPONSIBLE FOR FILING ANY APPLICABLE FORMS ASIDE FROM THIS PLAN.
- PLAN DEFICIENCIES THAT OCCUR ON SITE SHALL BE REPAIRED WITHIN SEVEN (7) DAYS OF THE INSPECTION DATE.
- ALL EXISTING VEGETATION OUTSIDE CONSTRUCTION AND GRADING LIMITS WILL BE PRESERVED.
- MINIMIZE SOIL EXPOSURE AND VEGETATE DENUDATED AREAS. TRY TO SCHEDULE CONSTRUCTION TO COINCIDE WITH THE DRY SEASON OF THE SITE'S LOCATION. LIMIT THE SIZE OF THE EXPOSED AREA AND AMOUNT OF TIME IT IS EXPOSED. BARE GROUND SHOULD BE SEEDED WITHIN FOURTEEN (14) DAYS AFTER COMPLETED GRADING.
- PROTECT FILL SLOPES FROM ROADWAY RUNOFF. RIPRAP AND ROCK PROTECTION HAVE BEEN CALLED OUT IN THE GRADING AND DRAINAGE PLAN AS NEEDED. THE CONTRACTOR SHOULD MONITOR SLOPES TO ENSURE ADEQUATE PROTECTION IS PROVIDED THROUGHOUT CONSTRUCTION ACTIVITIES. DRAINAGE STRUCTURES SHOULD BE CONSTRUCTED FIRST, IF POSSIBLE.
- PREVENT EROSION IN AREAS WHERE RUNOFF CONCENTRATES. CONTRACTOR SHALL PROVIDE PROTECTION OF ALL DITCHES, OPEN CHANNELS, CULVERTS, AND OUTLETS.
- TRAP SEDIMENT BEFORE IT LEAVES THE SITE. EROSION CONTROL IS

- PREFERRED OVER SEDIMENT CONTROL. MAINTENANCE OF SEDIMENT CONTROL DEVICES IS ESSENTIAL FOR THEM TO OPERATE AS DESIGNED. THIS INCLUDES REMOVING ACCUMULATED SEDIMENT AND MAKING NECESSARY REPAIRS.
- TEMPORARY SEDIMENT BARRIERS SHALL BE PLACED AROUND CATCH BASIN INLETS TO TRAP SEDIMENT BEFORE IT ENTERS THE INLET.
- SEDIMENT TRAPPING IS NECESSARY AT SOIL STOCKPILES AND SHOULD BE LOCATED AWAY FROM DRAINAGES AND STREAMS TO PREVENT SOIL FROM WASHING AWAY. A STABILIZED CONSTRUCTION ENTRANCE MAY BE PROVIDED TO REMOVE SEDIMENT FROM TIRES AS VEHICLES LEAVE SITE.
- DISTURBED AREAS SHALL BE PLANTED OR STABILIZED WITH LANDSCAPE ROCKS. PER APPLICABLE LANDSCAPING PLANS. IF DISTURBED AREAS REMAIN, THEY SHALL BE SEEDED PER CITY OF SEDONA SPECIFICATIONS AFTER SEED MIX APPROVAL IS RECEIVED BY THE CITY.
- AS NEEDED, A SPILL CONTAINMENT AREA SHOULD BE PROVIDED AT THE SITE FOR STORING CHEMICALS, FUELS, PAINTS, AND OTHER MATERIALS. THIS AREA WILL PREVENT CHEMICALS FROM MIXING WITH STORM WATER AND DISCHARGING INTO STREAMS AND WASHES OR SEEPING INTO AND CONTAMINATING SURROUNDING SOILS. PROCEDURES SHALL BE ESTABLISHED TO PREVENT CONTAMINATION OF ON-SITE SOILS FROM EQUIPMENT MAINTENANCE. CONSTRUCTION EQUIPMENT SHALL BE REGULARLY MAINTAINED TO REPAIR LEAKY HOSES AND GASKETS. USED OIL, HYDRAULIC FLUIDS, FILTERS, BATTERIES, AND TIRES SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND FEDERAL LAWS. EQUIPMENT MAINTENANCE AREAS SHALL BE IDENTIFIED BY THE CONTRACTOR PRIOR TO START OF CONSTRUCTION.
- ANY HAZARDOUS CHEMICALS WILL BE CONTAINED FOLLOWING THE CITY OF SEDONA SPECIFICATIONS AND DISPOSAL PROCEDURES.
- SOLID WASTE MATERIALS SHOULD BE COLLECTED DAILY. A TRASH CONTAINER OR DUMPSTER SHOULD BE PROVIDED ON-SITE TO CONTAIN SMALLER WASTE MATERIALS. TRASH CONTAINERS SHOULD BE COVERED TO PREVENT MIXING WITH RAINWATER OR LOSS OF CONTENTS BY HIGH WINDS. OTHER TYPES OF LARGER DEBRIS SUCH AS VEGETATION FROM CLEARING OR OLD CONCRETE SHOULD BE COLLECTED AND STOCKPILED ON A DAILY BASIS TO BE DISPOSED OF REGULARLY. THE STOCKPILE SHOULD BE LOCATED AWAY FROM STREAMS AND WASHES.
- A CONTAINMENT SITE SHOULD BE PROVIDED AT THE CONSTRUCTION SITE FOR WASHING OUT CONCRETE TRUCKS AND FOR WASHING AGGREGATE MATERIALS. AND TOOLS. THE WASH WATER SHOULD BE KEPT OUT OF WASHES AND STREAMS. WASHOUT AREAS SHOULD BE LARGE ENOUGH TO RETAIN ALL WASH WATER. HARDENED CONCRETE SHOULD BE ROUTINELY REMOVED AND DISPOSED OF PROPERLY TO MAINTAIN ADEQUATE WATER PERCOLATION.
- THE CONTRACTOR SHALL ASSIGN AN INSPECTOR TO BE RESPONSIBLE FOR MONITORING EROSION CONTROL MEASURES/DEVICES. A RAIN GAGE SHOULD BE INSTALLED AND KEPT AT THE SITE TO RECORD DEPTH OF RAINFALL. THE CONTRACTOR SHOULD ALSO MONITOR WEATHER FORECASTS AND MAKE SITE INSPECTIONS AND NECESSARY REPAIRS BEFORE STORMS ARE EXPECTED. IF

- EXTENDED FORECASTS REPORT A HIGH PROBABILITY FOR PRECIPITATION IN THE PROJECT AREA, THE CONTRACTOR SHALL REVIEW AND SUPPLEMENT AS NECESSARY EXISTING EROSION CONTROL MEASURES.
- THE CONTRACTOR MUST RECORD ANY DAMAGES OR DEFICIENCIES IN THE EROSION CONTROL MEASURES ON AN INSPECTION FORM. THE SAME FORM SHOULD DOCUMENT ANY REPAIRS OR MAINTENANCE ACTIVITIES.
- DUST CONTROL SHALL BE PROVIDED AT ALL TIMES WHILE UNDER CONSTRUCTION PER CITY OF SEDONA STANDARDS. WORK SCHEDULES SHALL BE ADJUSTED DEPENDING UPON WIND CONDITIONS AND WATER AVAILABILITY. THE CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS SHALL COVER LOADS OF DIRT, UNCLEANED ROCK, AGGREGATE BASE, AND ANY OTHER MATERIAL TYPE THAT COULD BE DROPPED FROM VEHICLES. THE CONTRACTOR SHOULD CLEAN EQUIPMENT TO AVOID TRACKING EXCESS MUD/DUST ON PAVED ROADS.
- THE CONTRACTOR SHALL KEEP THE SITE WATERED DOWN (OR BY OTHER APPROVED DUST CONTROL) TO PREVENT MIGRATION OF DUST.
- THE CONTRACTOR SHALL CLEAN ADJACENT ROADS LEADING OUT OF THE SITE AS NECESSARY AND PLACE SAND BAGS (OTHER OTHER APPROVED METHOD) TO TRAP SEDIMENT BEFORE IT ENTERS THE STORM DRAIN SYSTEM.
- DUMP TRUCKS ENTERING AND EXITING THE SITE MUST BE COVERED TO PREVENT DUST AND FLYING DEBRIS.
- THE CONTRACTOR SHALL PROVIDE THE CITY OF SEDONA WITH A HAUL PLAN FOR MATERIALS TRANSPORTED TO AND FROM THE SITE. THE PLAN WILL BE PROVIDED PRIOR TO ANY HAULING ACTIVITIES AND UPDATED AS NEEDED.
- PERMANENT SOIL STABILIZATION SHALL BE APPLIED TO DENUDATED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED AND ALL WORK COMPLETED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDATED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN FOURTEEN (14) DAYS. ROADS AND PARKING AREAS SHALL BE STABILIZED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.
- REMOVAL OF TEMPORARY EROSION CONTROL FEATURES (SUCH AS WATTLES), IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST KEEP THIS PLAN ON FILE ALONG WITH ANY INSPECTION REPORTS OR PLAN CHANGES FOR A PERIOD OF THREE YEARS FOLLOWING FINAL STABILIZATION.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WILL BE REMOVED WITHIN 30 DAYS AFTER ADEQUATE SITE STABILIZATION IS ACHIEVED AND AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED AS AUTHORIZED BY THE CITY OF SEDONA INSPECTOR(S).
- AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ANY SEDIMENT AND DEBRIS FROM THE DRAINAGE WAYS BEFORE REMOVING EROSION CONTROL DEVICES.
- TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM DEPOSITION OF TEMPORARY MEASURES WILL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.

CONSTRUCTION NOTES

- 50 LF
INSTALL STRAW WATTLES PER DETAIL 1, SHEET SWP02. IF SHIFTING OF WATTLES IS REQUIRED, CONTRACTOR RESPONSIBLE FOR UPDATING PLAN.
- 125 LF
INSTALL STRAW WATTLES PER DETAIL 2 (AND DETAIL 1) TO PROTECT CATCHBASINS FROM SEDIMENTATION. THIS SHEET, IF SHIFTING OF WATTLES IS REQUIRED, CONTRACTOR IS RESPONSIBLE FOR UPDATING PLAN.
- 1 EA
CONTRACTOR TO INSTALL IF NECESSARY AND UPDATE PLAN PER DETAIL 4, A 12" MINIMUM DEPTH CONCRETE AND PAINT WASHOUT CONTAINER SHALL BE INSTALLED (CAN BE A 55-GALLON BARREL) ATOP A 10'x10' GRAVEL/COMPACTED SOIL PAD FOR PROJECTS THAT INVOLVE PAINTING AND/OR PROPOSE CONCRETE TO BE MIXED ON SITE OR BE DELIVERED. IT SHALL BE LOCATED A MINIMUM OF FIFTY (50) FEET FROM DRAINAGE INFRASTRUCTURE OR NATURAL DRAINAGE FEATURES. DRIED CONCRETE WASTE SHALL BE BROKEN INTO MANAGEABLE PIECES AND DISPOSED OF OFF-SITE AT AN APPROVED FACILITY.
- 1 EA
CONTRACTOR TO INSTALL IF NECESSARY AND UPDATE PLAN PER DETAIL 5, A HAZARDOUS MATERIAL CONTAINER SHALL BE INSTALLED ATOP A 10'x10' GRAVEL PAD WITH IMPERMEABLE LINER (10 MIL MINIMUM THICKNESS) FOR PROJECTS THAT INVOLVE HAZARDOUS WASTES. IT SHALL BE LOCATED A MINIMUM OF FIFTY (50) FEET FROM DRAINAGE INFRASTRUCTURE OR NATURAL DRAINAGE FEATURES. ALL HAZARDOUS WASTES WILL BE DISPOSED OF AT AN APPROVED FACILITY.
- 1 EA
INSTALL PORTABLE TOILET DURING CONSTRUCTION, AND NOTE LOCATION ON UPDATED PLAN.
- 1 EA
INSTALL DUMPSTER AND NOTE LOCATION ON PLAN.
- 1 EA
CONTRACTOR TO INSTALL AT APPROPRIATE LOCATION AND UPDATE PLAN. A SPOIL/DEBRIS PILE AREA WILL BE LOCATED OUTSIDE OF ANY DRAINAGE INFRASTRUCTURE OR NATURAL DRAINAGE FEATURES.

REVISIONS			
NO.	DESCRIPTION	DATE	BY



8400 S Kyrene Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLY RD DRAINAGE IMPROVEMENTS PROJECT SEDONA, AZ

JOB NO: P3648-01
DATE: 11/08/2023
SCALE: H&L 1"=30'
VER: N/A
DRAWN: CRF
DESIGN: ROL
CHECKED: ROL

EROSION CONTROL PLAN

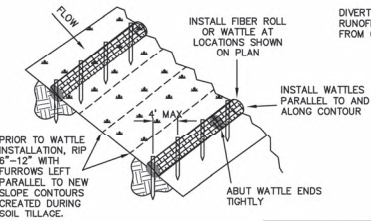


DRAWING NO.

EC01

SHT NO. OF

9 10



TYPICAL WATTLE INSTALLATION

INSTALL FIBER ROLL OR WATTLE AT LOCATIONS SHOWN ON PLAN

INSTALL WATTLES PARALLEL TO AND ALONG CONTOUR

ABUT WATTLE ENDS TIGHTLY

PRIOR TO WATTLE INSTALLATION, RIP 6"-12" WITH FURROWS LEFT PARALLEL TO NEW SLOPE CONTOURS CREATED DURING SOIL TILLAGE.

DIVERT PAVEMENT SURFACE RUNOFF AND ALL RUN-ON WATER FROM OUTSIDE NEW SLOPES

TILL AND ROUGHEN SURFACE PRIOR TO WATTLE INSTALLATION.

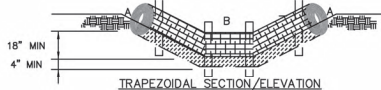
40' MAX SPACING, DEPENDS ON SLOPE RATIO. REFER TO WATTLE SPACING INTERVAL CHART, BELOW.

CUT/FILL SLOPE

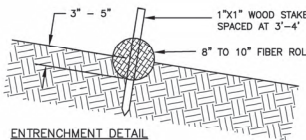
LOWEST THREE WATTLES TO BE 20" DIAMETER WHEN SLOPE EXCEEDS 100'.

WATTLE SLOPE INSTALLATION

SLOPE RATIO	MAXIMUM SPACING INTERVAL (FEET)
2:1	10'
3:1	20'
4:1	30'
5:1	40'
6:1	40'



TRAPEZOIDAL SECTION/ELEVATION



ENTRENCHMENT DETAIL

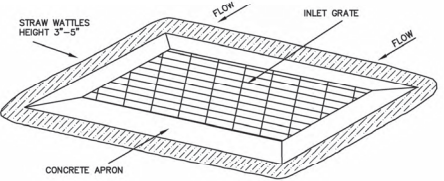
NOTES FOR WATTLE INSTALLATION:

1. RUNOFF MUST NOT BE ALLOWED TO FLOW UNDER OR AROUND WATTLE.
2. INSTALL FIBER ROLL ALONG LEVEL CONTOUR.
3. WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF ROLL IN A TRENCH 3" TO 5" DEEP, DUG ON CONTOUR.
4. INSTALL STRAW WATTLES AS SLOPES ARE CONSTRUCTED TO GRADE OR AS DIRECTED BY THE ENGINEER. SELECT, INSTALL AND MAINTAIN IN CONFORMANCE WITH MANUFACTURERS' SPECIFICATIONS TO MEET SITE CONDITIONS FOR SLOPE PROTECTION AND IN ACCORDANCE WITH GOOD ENGINEERING PRACTICES.
5. WATTLES SHALL BE PLACED NO MORE THAN 40' APART ON SLOPES.
6. WATTLES SHALL BE PLACED MORE FREQUENTLY (CLOSER) IN MORE ERODIBLE SOILS.
7. WATTLES SHALL BE IN CONTINUOUS CONTACT WITH V-DITCH BOTTOM AND SIDES.
8. DO NOT OVERLAP WATTLE ENDS ON TOP OF EACH OTHER.
9. ABUT ADJOINING WATTLES TIGHTLY AGAINST EACH OTHER. DRIVE THE FIRST END STAKE OF THE SECOND WATTLE AT AN ANGLE TOWARD THE FIRST WATTLE TO ABUT THEM TIGHTLY.
10. REPAIR ANY RILLS OR GULLIES PROMPTLY. MAKE FIELD ADJUSTMENTS AND CORRECTIONS OF WATTLE BMPs IMMEDIATELY IF IT IS CAUSING FLOODING, EROSION, AND/OR AFFECTING ROADWAY SAFETY.
11. INSPECT WEEKLY AND REPAIR AS NEEDED.
12. REMOVE SEDIMENT IF EXCEEDS 1/2 OF THE HEIGHT WATTLE.
13. CONSTRUCT CUT SLOPES OF 2:1 AND STEEPER IN SOIL AND ROCK MATERIALS THAT CAN BE MINIBENCHED IF NECESSARY.
14. LOOSENING SURFACE SOIL IS NOT REQUIRED WHERE MINIBENCHES ARE USED. FOR SEEDED AREAS, TILLAGE SHALL BE PERFORMED TO FORM MINOR RIDGES AND FURROWS PARALLEL TO NEW SLOPE CONTOURS.
15. DIVERT AND DIRECT RUN-ON WATER FROM OUTSIDE OF THE SLOPES TO THE SPILLWAYS AND/OR ROCK RIPRAP/ROCK MULCH.
16. INSTALLATION AND MAINTENANCE OF WATTLE BMPs SHALL NOT NEGATIVELY IMPACT TRAFFIC SAFETY, NOR THE DESIGNED FUNCTION OF ROADWAY OR BRIDGE DRAINAGE FACILITIES.
17. INSTALL AND MAINTAIN WATTLE BMPs TO CARRY THE STORMWATER OF AT LEAST 2-YEAR, 24-HOUR EVENTS.
18. MAKE FIELD ADJUSTMENTS AND CORRECTIONS TO ENSURE NO SENSITIVE BIOLOGICAL RESOURCES (NATIVE SPECIES/HABITATS) WILL BE ADVERSELY IMPACTED.

STRAW WATTLE INSTALLATION

SCALE: NTS

1



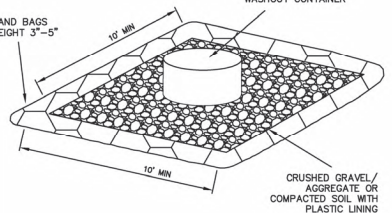
GRATE INLET SEDIMENT PROTECTION

NOTES:

1. FOLLOW INSTALLATION INSTRUCTIONS PER DETAIL 1 FOR WATTLES. INSPECT WEEKLY.
2. WATTLES SHOULD FILTER OUT SEDIMENT TO AVOID DRAINING INTO THE STORM SEWER SYSTEM.
3. WATTLES SHALL BE STAKED IN PLACE AROUND PERIMETER OF CONCRETE APRON SURROUNDING INLET GRATE.

SCALE: NTS

2



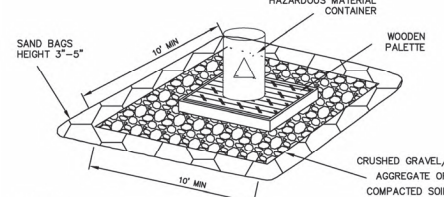
CONCRETE/PAINT WASHOUT AREA

NOTES:

1. CONTRACTOR TO DETERMINE APPROPRIATE LOCATION ON SITE.
2. FOLLOW INSTALLATION INSTRUCTIONS PER DETAIL 3 FOR SAND BAGS AROUND PERIMETER. INSPECT WEEKLY.
2. VERBALLY INSTRUCT CONCRETE TRUCK DRIVERS AND FIELD CREW ON THE LOCATION AND PROPER USE OF THE WASHOUT AREA(S).
3. TOOL AND EQUIPMENT PAINT OR CONCRETE WASHING TO OCCUR IN WASHOUT CONTAINER AND NOWHERE ELSE.
4. SAND BAGS SHALL BE INSTALLED AROUND THE PERIMETER TO SERVE AS ADDITIONAL CONTAINMENT.
5. WASHOUT AREA WILL BE ELEVATED AND NOT BE PLACED WITHIN 50' OF DRAINAGE, FLOW PATH, OR STORMDRAIN INLET.

SCALE: NTS

3



HAZARDOUS WASTE AREA

NOTES:

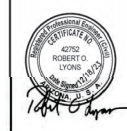
1. CONTRACTOR TO DETERMINE APPROPRIATE LOCATION ON SITE.
2. FOLLOW INSTALLATION INSTRUCTIONS PER DETAIL 3 FOR SAND BAGS AROUND PERIMETER. INSPECT WEEKLY.
2. LINE THE WASTE STORAGE AREA WITH PLASTIC (10 ML) COVERED WITH 3" COMPACTED SOIL OR GRAVEL.
3. SPILLED MATERIALS WILL BE CLEANED UP IMMEDIATELY AND POLLUTED SOIL/GRAVEL WILL BE PROPERLY DISPOSED OF.
4. SAND BAGS SHALL BE INSTALLED AROUND THE PERIMETER TO SERVE AS ADDITIONAL CONTAINMENT.
5. WASHOUT AREA WILL BE ELEVATED AND NOT BE PLACED WITHIN 50' OF DRAINAGE, FLOW PATH, OR STORMDRAIN INLET.
6. AT PROJECT CLOSE OUT, PLASTIC WILL BE PLACED IN A SOLID WASTE CONTAINER AND SOIL PROPERLY DISPOSED OF.

SCALE: NTS

4

CITY OF SEDONA SWPPP NOTES

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASONS. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES, ESPECIALLY WHEN RAIN IS IMMINENT.
2. ALL PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH DAY.
3. AFTER A RAIN EVENT, SILT AND DEBRIS SHALL BE REMOVED FROM EROSION CONTROL DEVICES.
4. PROTECT ALL STORM DRAINAGE STRUCTURES FROM SEDIMENT BY PROVIDING INLET PROTECTION AT ALL OPENINGS.
5. STORE MATERIALS AWAY FROM DRAINAGE COURSES TO PREVENT CONTACT WITH STORM WATER.
6. PLACE DRIP PANS OR ABSORBENT MATERIALS UNDER LEAKING EQUIPMENT WHEN NOT IN USE. REPAIR ANY EQUIPMENT LEAKS AS SOON AS POSSIBLE.
7. CLEAN UP SPILLS WITH ABSORBENT MATERIALS.
8. KEEP WORK SITE CLEAN/ORDERLY (CHECK DAILY).
9. COLLECT SITE TRASH AS NEEDED, ESPECIALLY DURING RAINY AND/OR WINDY CONDITIONS.
10. ALLOW MATERIAL DELIVERY AND STORAGE ONLY IN DESIGNATED AREAS AND AVOID TRANSPORT NEAR DRAINAGE PATHS AND WATERWAYS WHEN POSSIBLE.
11. MINIMIZE USE OF HAZARDOUS MATERIALS ON SITE.
12. CLEAN UP LEAKS AND SPILLS IMMEDIATELY.
13. USE WATERTIGHT DUMPSTERS FOR TRASH/CONSTRUCTION WASTE.
14. ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.
15. PERFORM WASHOUT OF CONCRETE TRUCKS IN DESIGNATED AREAS ONLY. WASHOUT AREAS SHALL BE AWAY FROM STORM DRAINS, OPEN DITCHES, OR STREETS.
16. ROADS SHALL BE WATERED AS NEEDED TO CONTROL DUST.
17. APPLY ASPHALT MILLINGS FOR TEMPORARY ROADWAY SURFACING DURING CONSTRUCTION TO HELP WITH DUST CONTROL AND TO PREVENT TRACKING SEDIMENT ONTO CITY STREETS.
18. PLACE STRAW WATTLES AROUND INACTIVE STOCK PILES.



REVISIONS			
NO.	DESCRIPTION	DATE	BY



JE FULLER
define+communicate+solve

8400 S Kyrene Rd, STE 201
Tempe, AZ 85284
480 752 2124
www.jefuller.com

GROVE DR AND SCHNEBLY RD
DRAINAGE IMPROVEMENTS PROJECT
SEDONA, AZ

JOB NO: P3948.01
DATE: 11/08/2023
SCALE: HSE-3/4"
VER: N/A
DRAWN: CRF
DESIGN: ROL
CHECKED: ROL

EROSION CONTROL PLAN
DETAILS



DRAWING NO.
EC02
SHT NO.
10
OF
10



**CITY COUNCIL
AGENDA BILL**

**AB 2919
February 27, 2024
Consent Items**

Agenda Item: 3d

Proposed Action & Subject: Approval of a Resolution approving the form of the lease purchase agreement with Zions Bancorporation, N.A. and authorizing the execution and delivery thereof for the purchase of two (2) replacement Police Interceptors in the amount of \$180,098.63, plus interest.

Department Police/Financial Services

Time to Present N/A

Total Time for Item

Other Council Meetings N/A

Exhibits
A. Resolution
B. Lease Purchase Agreement w/ Escrow Agreement
C. Quotes for Lease Purchase

Finance Approval	Reviewed CRW 2/20/2024	
City Attorney Approval	Reviewed 2/20/24 KWC	Expenditure Required
		\$ Ranges from \$40,956.39 to \$40,956.40 (FY2025 – FY2029 annual lease purchase payments)
City Manager's Recommendation	Approve the lease purchase agreement with Zions Bancorporation, N.A. and authorize the execution and delivery thereof for the purchase of two (2) replacement Police Interceptors in the amount of \$180,098.63, plus interest.	Amount Budgeted
		\$ Lease purchase payments begin in FY2025
		Account No. 10-5510-43-6927 (Description) (Financed purchase payments)

SUMMARY STATEMENT

Background: The Police Department has obtained proposals from State contracted vendors for the purchase and upfitting of two (2) Ford Flex Fuel Interceptor replacement vehicles. The

total cost referenced in this agenda bill is inclusive of all radios, lights, video cameras, and other equipment typical to the City's Police fleet.

These two vehicles will be replacements for one 2011 and one 2013 patrol vehicles, as requested during the FY2024 budget process.

Lease Purchase Information: The City solicited a quotation from Zions Bancorporation, N.A. five (5) banks offering lease purchase financing to local governments. Three (3) banks responded to the solicitation, with Zions Bancorporation, N.A. providing the lowest quotation. The lease purchase financing quotation is attached hereto as Exhibit B and includes the following terms:

- Five (5) year term commencing on March 7, 2024
- Annual payments range from \$40,956.39 to \$40,956.40.
- Payments in arrears (at the end of each year instead of the beginning)
- Interest rate of 4.44%
- No prepayment penalty

Lease purchase payments would begin in FY 2025.

Please note: A lease purchase agreement is a debt financing arrangement for the purchase and acquisition of vehicles. This is not a leasing arrangement in which vehicles are turned back into the vendor at the end of the lease or per mile charges assessed. The City will own the vehicle with clear title at the end of the lease purchase term.

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

Currently full electric vehicles do not support the additional need of electronics, and idle time during a 12-hour shift.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Fund vehicle purchase with cash or defer purchase to later date.

MOTION

I move to: approve Resolution No. 2024-__ approving the form of the lease purchase agreement with Zions Bancorporation, N.A. and authorizing the execution and delivery thereof for the purchase of two (2) replacement Police Interceptors in the amount of \$180,098.63, plus interest.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING A LEASE PURCHASE AGREEMENT WITH ZIONS BANCORPORATION, N.A., FOR FUNDS TO BE USED BY THE CITY TO LEASE/PURCHASE TWO POLICE INTERCEPTORS AND RELATED EQUIPMENT.

WHEREAS, the City of Sedona ("City") has determined that the leasing of the police interceptors and equipment as described in the Lease Purchase Agreement is for a valid public purpose and is essential to the operations of the City; and

WHEREAS, the City Council has reviewed the form of the Lease Purchase Agreement and has found the terms and conditions thereof acceptable; and

WHEREAS, the City has taken the necessary steps to comply with legal bidding requirements to arrange for the leasing of such property.

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

SECTION 1. That it is deemed in the best interest of the City of Sedona and the citizens thereof that the Lease Purchase Agreement for leasing/purchasing of police interceptors be entered into, which agreement is now on file in the office of the City Clerk.

SECTION 2. That Mayor or designee is authorized to execute and deliver said Lease Purchase Agreement in substantially the form presented on behalf of the City. That City officers are authorized to make such changes to the Lease Purchase Agreement and related documents and certificates as such officers deem necessary and to fulfill all obligations under the terms of the Lease Purchase Agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 27th day of February, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

ARIZONA FIXED EQUIPMENT LEASE

Long Name of Entity: City of Sedona
Address: 102 Roadrunner Drive
City, State Zip: Sedona, AZ 86336
Attention: Ian Coubrough
Public Finance Office: Procurement Officer
County: Yavapai
Amount: 180,098.63
Rate: 4.44
Maturity Date: March 7, 2029
First Pmt Date: March 7, 2025
Payment Dates: March 7
Auto Extend: 5
Governing Body: City Council
Resolution Date: February, 2024
Dated Date: March, 2024
Day: 7th
State: Arizona

\$180,098.63
City of Sedona
Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the City of Sedona
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Form 8038-G
 9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of March 7, 2024

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

CITY OF SEDONA,
as Lessee

TABLE OF CONTENTS

ARTICLE I	
DEFINITIONS AND EXHIBITS	
SECTION 1.1	Definitions and Rules of Construction 1
SECTION 1.2	Exhibits.....3

ARTICLE II	
REPRESENTATIONS COVENANTS AND WARRANTIES	
SECTION 2.1	Representations, Covenants and Warranties of the Lessee 3
SECTION 2.2	Representations, Covenants and Warranties of the Bank 8

ARTICLE III	
LEASE; LEASE PAYMENTS	
SECTION 3.1	Lease.....8
SECTION 3.2	Term 9
SECTION 3.3	Termination.....9
SECTION 3.4	Lease Payments 9
SECTION 3.5	Possession of Leased Property Upon Termination 10
SECTION 3.6	No Withholding.....10
SECTION 3.7	Lease Payments to Constitute a Current Obligation of the Lessee 10
SECTION 3.8	Net Lease 10
SECTION 3.9	Offset.....10

ARTICLE IV	
INSURANCE	
SECTION 4.1	Insurance.....10
SECTION 4.2	Damage to or Destruction of the Leased Property 11

ARTICLE V	
COVENANTS	
SECTION 5.1	Use of the Leased Property 11
SECTION 5.2	Interest in the Leased Property and this Lease 12
SECTION 5.3	Maintenance, Utilities, Taxes and Assessments.....12
SECTION 5.4	Modification of the Leased Property.....12
SECTION 5.5	Permits.....13
SECTION 5.6	Bank's Right to Perform for Lessee.....13
SECTION 5.7	Bank's Disclaimer of Warranties.....13
SECTION 5.8	Indemnification 13
SECTION 5.9	Inclusion for Consideration as Budget Item. 14
SECTION 5.10	Annual Financial Information 14

ARTICLE VI	
ASSIGNMENT AND SUBLEASING	
SECTION 6.1	Assignment by the Bank 14
SECTION 6.2	Assignment and Subleasing by the Lessee 14

ARTICLE VII	
EVENTS OF DEFAULT AND REMEDIES	
SECTION 7.1	Events of Default Defined.....14
SECTION 7.2	Remedies on Default 15
SECTION 7.3	No Remedy Exclusive 15
SECTION 7.4	Agreement to Pay Attorneys' Fees and Expenses 15
SECTION 7.5	Waiver of Certain Damages.....15

ARTICLE VIII	
PREPAYMENT OF LEASE PAYMENTS IN PART	

SECTION 8.1	Extraordinary Prepayment From Net Proceeds.....16
SECTION 8.2	Option to Purchase Leased Property 16

ARTICLE IX	
MISCELLANEOUS	
SECTION 9.1	Notices 16
SECTION 9.2	System of Registration.....17
SECTION 9.3	Instruments of Further Assurance 17
SECTION 9.4	Binding Effect.....17
SECTION 9.5	Amendments 17
SECTION 9.6	Section Headings.....17
SECTION 9.7	Severability 17
SECTION 9.8	Entire Agreement 17
SECTION 9.9	Execution in Counterparts.....17
SECTION 9.10	Arbitration 17
SECTION 9.11	Applicable Law 18
SECTION 9.12	Immigration 18
SECTION 9.13	Boycotting Israel 18

Schedule of Lease Payments.....	Exhibit A
Legal Description of the Leased Property.....	Exhibit B
Resolution of Governing Body	Exhibit C
Opinion of Lessee's Counsel	Exhibit D
Security Documents.....	Exhibit E
Delivery and Acceptance Certificate.....	Exhibit F
Escrow Agreement	Exhibit G

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of March 7, 2024, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank” or “Lessor”), and City of Sedona (the “Lessee”), a public agency of the State of Arizona (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Acquisition Amount” means \$180,098.63 and is the amount represented by Lessee to be sufficient to acquire the Leased Property and pay any ancillary costs associated therewith.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement dated March 7, 2024 executed by Lessee, Bank and the Escrow Agent, pursuant to which the Escrow Account is established and administered. A copy of the Escrow Agreement shall be found in Exhibit G.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E, F and G attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank’s interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the

Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not

expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

(n) Reports to State. The Lessee has duly authorized and executed this Lease in accordance with A.R.S. section 35-501 and has filed with the State of Arizona all reports required thereunder relating to this Lease.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E, F and G hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, which is also the date on which the Acquisition Amount is deposited with the Escrow Agent, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E, F, and G attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on March 7, 2029, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein;
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date; or
- (e) Lessee may terminate this Lease at any time pursuant to A.R.S. § 38-511, to the extent applicable.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-

insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other

than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or

attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
- (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
- (c) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease, the Security Documents (defined in Section 9.3), the Escrow Agreement or as a secured party in any or all of the Leased Property or the Escrow Account hereunder.
- (d) terminate the Escrow Agreement and apply the proceeds in the Escrow Account to the Lease Payments due hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
Attention: Ian Coubrough

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property and any moneys and investments held from time to time in the Escrow Account to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of

the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12 Immigration. To the extent applicable and except as stated below, pursuant to the provisions of the Section 41-4401 of the Arizona Revised Statutes, and in accordance with federal law and Bank's practice, Bank hereby warrants and certifies that Bank complies with the Immigration Reform and Control Act of 1986 and employment with the Bank is contingent on the successful completion of the I-9 verification process and the E-Verify requirements of Section 23-214(A) of the Arizona Revised Statutes. Such employment with Bank is not contingent on any of the other requirements of Section 23-214(A). Bank does not knowingly employ any individuals in the United States who are not legally authorized to work in the United States. For associate confidentiality reasons, Bank generally does not disclose or allow the inspection of its personnel records of its associates to third parties, including I-9 or e-Verify documentation. However, if there are concerns about an individual's eligibility to perform work in connection with this Agreement, please contact Lessor in accordance with Section 9.1 of this Agreement and Lessor will investigate and respond to these concerns.

SECTION 9.13 Boycotting Israel. Pursuant to Section 35-393 et seq., Arizona Revised Statutes, Bank hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If it is determined that Bank's certification above is false or that it has breached such agreement, Lessee may impose remedies as provided by law.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By: _____
Authorized Officer

CITY OF SEDONA, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and forty-four hundredths' percent (4.44 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/07/2024	-	-	-	-	-
03/07/2025	32,960.01	4.440%	7,996.38	40,956.39	40,956.39
03/07/2026	34,423.44	4.440%	6,532.95	40,956.39	40,956.39
03/07/2027	35,951.84	4.440%	5,004.55	40,956.39	40,956.39
03/07/2028	37,548.10	4.440%	3,408.29	40,956.39	40,956.39
03/07/2029	39,215.24	4.440%	1,741.16	40,956.40	40,956.40
Total	\$180,098.63	-	\$24,683.33	\$204,781.96	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

2024 Ford Explorer KBA – Police Inter Utility AWD and equipment package

VIN _____

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of City of Sedona (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of City of Sedona as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2024.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF ARIZONA

)

) ss.

COUNTY OF YAVAPAI

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of City of Sedona (the “Lessee”).
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on February 27, 2024, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2024.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this ____ day of _____, 2024.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for City of Sedona ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 7th day of March, 2024, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Arizona (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach a Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated March 7, 2024 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit “B” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

CITY OF SEDONA

By: _____
(Authorized Signature)

Date: _____

EXHIBIT G

ESCROW AGREEMENT

[Attach Escrow Agreement]



PFVT MOTORS, LLC.
CLIFF KUJALA
Government Account Team
Direct: 623-239-0340

Purchase Order / Quote

Date	11/21/2023
Valid Until	11/26/2023
Contract	CTR059322-1 Ph. 1
PO	
Lead Time	UNSCHEDULED - 6 MONTHS

Customer:	Invoice Address:	Delivery Address:
City of Sedona Sherri O'Conner 102 Roadrunner Drive Sedona, AZ 86336 (928) 203-5170	Same	Same

Description - Vehicle Preview Details	Line Total
2024 Ford Explorer K8A - Police Inter Utility AWD 3.3L TI-VCT V6 FlexFuel Engine - Agate Black Metallic	\$47,165.00
K8A0 POLICE INTER UTILITY AWD .119 INCH WHEELBASE TOTAL BASE VEHICLE AGATE BLACK METALLIC CLOTH BUCKETS/VINYL REAR SEATS EBONY INTERIOR EQUIPMENT GROUP 500A .AM/FM STEREO 3.3L TI-VCT V6 FFV ENGINE 10-SPEED AUTO TRANSMISSION HID PLUNG W/R HNDL INOPERABLE JOB #2 ORDER AUX CLIMATE CONTROL CARGO DOME LAMP - RED/WHITE 50 STATE EMISSIONS COURTESY LAMP DISABLE	
POLICE ENGINE IDLE FEATURE SPOT LAMP LED DR - WHELEN KEYLESS ENTRY - 4 FOBS 4G LTE WI-FI HOTSPOT CREDIT REAR DR HNDL AND LOCKS INOPR REVERSE SENSING SYSTEM REAR CENTER SEAT DELETE REAR TAILLAMP HOUSING FLEX-FUEL CAPABILITY FRONT LICENSE PLATE BRACKET SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY	
TOTAL OPTIONS/OTHER	(\$650.00)
FORD DEST & DELIVERY	\$1,595.00
TOTAL 4 KEYS	INCLUDED
PHASE 1 ORDERED UNIT DISCOUNT	(\$1,089.50)

Special Notes and Instructions
MSO/ODO STATEMENT. CUSTOMER RESPONSIBLE FOR REGISTRATION.
T355-K8A-2024 T336-K8A-2024
UNSCHEDULED BUILDS WILL BE APPROX 6 MONTHS FROM CONFIRMED ORDER. PEORIA FORD CANNOT GUARANTEE DELIVERY TIMES UNTIL VEHICLES RECEIVE A VIN FROM FORD SCHEDULING.

Subtotal less trade-in	\$47,020.50
Sales Tax 8.10%	\$3,808.66
Tire Tax 5	\$5.00
Extended Warranty	\$0.00
Flooring	\$0.00
Freight	\$95.00
MSO / ODO	\$0.00
Total Per Unit	\$50,929.16
Quantity of Units	2
PO Total	\$101,858.32

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your
PO. Signature
Print Name
Date

PL415

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
623-239-0340 - cliff.kujala@governmentautosales.com



INVOICE

Remit Payment to:

Code 3 Technology LLC
9855 E Southern Ave. #50882
Mesa, AZ 85209

Date: 12/11/2023

INVOICE: 23-298

Electronic Funds Transfer, ACH or Wire:

Code 3 Technology LLC
Chase Business Account# 363872851
Routing# 122100024

Sgt. Casey Pelletier
Sedona Police Dept.
100 Roadrunner Dr.
Sedona, AZ 86336
928-282-3100

Also find us on Bill.com

Payment Network ID: 0132103837373350

Customer ID: SPDAZ009

Salesperson Project Payment Terms Contract#

Clay Jeppsen	Getac In-Car Video (Body Cams)	Net 30	
--------------	--------------------------------	--------	--

Part#	Description	Qty	Unit Price	Ext Price
OVMACAXFAXX1	GVS: VR-X20 for In Car Video - DVR(VR-X20-i5) with Blackbox Recording- [Integrated 8GB RAM+256GB SSD+2nd 256GB SSD+Battery Backup+WIFI+GPS+Crash Sensor], Display (CU-D50) - 5" Touch Display includes cable (16ft), ZeroDark FHD IP Camera CA-NF21-146 (Wind Shield Mount) includes cable (25ft), Cabin Camera (CA-MF50S) - Analog Infrared includes cable set, Wiring kit (25ft), DVR mounting bracket, 1yr hardware warranty	2	\$3239	\$6478
ORB51X	GVS: BWC (C-03 Single Port Dock (VD-03), w/ 40W Vehicle Adapter	2	\$159	\$318
ONX0GX	Ethernet Cable - RJ45/CAT5e (25 ft)	2	\$16	\$32
ONX01U	GVS: Wireless Mic (WM-T2400) - 2.4GHz Complete Kit - Receiver, Transmitter, lapel, holster, cable	2	\$539	\$1078
ORB312	BWC Alligator Clip V2.0	2	\$21	\$42
OTX11X	GVS: Body Worn Camera Bluetooth Trigger Box (TB-02)	2	\$144	\$288
591GVS000035	GVS: Mounting Bracket (Visor) - Front Camera AND Display (CU-D50)-2020 Interceptor	2	\$70	\$140
591GVS000015	Airgain Multimax Vehicle Antenna, 3in1,Wifix2-Gpsx1,Bolt Mount,19ft,Black	2	\$189	\$378
OWC01M	Enterprise-Video License and Annual Maintenance (Per Client Device per month)	24	\$15	\$360

Subtotal	\$9114.00
Sales Tax	\$897.72
Shipping	\$0.00
Total	\$10,011.72

Thank you for your business!
Invoice due upon receipt, or no later than **01/11/2024***

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Sales Confirmation

Date	S.O. NBR
12/8/2023	104690

Name / Address
Sedona Police Department 100 Roadrunner Dr. Sedona, AZ 86336

Ship To
MHQ West Chandler, AZ

Rep	Phone #	Website	Unit NBR	Project	P.O. No.
Tom	(800) 299-1804	MHQwest.com		2024 PIU Patrol (x2)	
Item	MfG	Description	Ordered	Price	Amount
Build	Build	Contact Name: Ryan Kwitkin Contact Number:928-592-7146 e-mail: rkwitkin@sedonaaz.gov Vehicle/Year: 2023 Ford PI Utility Type: Patrol Build			0.00T
Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!			Subtotal		
			Sales Tax (7.8%)		
			Total		

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Sales Confirmation

Date	S.O. NBR
12/8/2023	104690

Name / Address
Sedona Police Department 100 Roadrunner Dr. Sedona, AZ 86336

Ship To
MHQ West Chandler, AZ

Rep	Phone #	Website	Unit NBR	Project	P.O. No.
Tom	(800) 299-1804	MHQwest.com		2024 PIU Patrol (x2)	
Item	MfG	Description	Ordered	Price	Amount
CSP	CSP	Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at \$85.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: Getac Video System *** (wireless mic mount near flash light on partition - OVMAKAXFAXX1 - ONX01U -ONX04U -OTX11X - c-fp-35 -591GVS000021 -GE-SVCVEXT4Y -OWC011 * Motorola Radio		0.00	0.00T
C399-Legacy 54" D...	Whelen	Legacy DUO Bundle, CORE Package KB 026 CORE PKG 126, Includes: 54" Legacy Bar, CORE C399 Controller, CCTL* Control Head, C399K* OBDII cable, Straps, Photocell. 6/23	2.00	3,100.23	6,200.46T
MKEZ105	Whelen	E-Z LIGHTBAR MOUNT KIT #105 9/22	2.00	0.00	0.00T
Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!			Subtotal		
			Sales Tax (7.8%)		
			Total		

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Sales Confirmation

Date	S.O. NBR
12/8/2023	104690

Name / Address
Sedona Police Department 100 Roadrunner Dr. Sedona, AZ 86336

Ship To
MHQ West Chandler, AZ

Rep	Phone #	Website	Unit NBR	Project	P.O. No.
Tom	(800) 299-1804	MHQwest.com		2024 PIU Patrol (x2)	
Item	MfG	Description	Ordered	Price	Amount
C399-PKG	Whelen	CENCOM CORE WCX CONTROL CENTER. Included in Bundle KB 026 2/23	2.00	0.00	0.00T
CCTL7-PKG	Whelen	WeCanX 21 BUTTON/SLIDE CTRL HD. Included in Bundle KB 026 2/23	2.00	0.00	0.00T
C399K7-PKG	Whelen	OBID II CANPORT KIT 2021 F-150. KB 026 2021 8/22	2.00	0.00	0.00T
PB47UINT20HD	Pro-Guard	* Front of Vehicle * 2020 + Ford Utility PI, HD Push Bumper - Includes wire covers 4/23	2.00	532.30	1,064.60T
TLI2E	Whelen	*Push Bumper Lights * ION™ T-Series™ Linear Super-LED®. Color Blue / White. KB 026- 6/23	4.00	102.665	410.66T
TLI2D	Whelen	*Push Bumper Lights * ON™ T-Series™ Linear Super-LED®. Color Red / White. KB 026- 6/23	4.00	102.665	410.66T
SA315P	Whelen	Siren speaker, Not a Package, 123db. 2/23	2.00	198.66	397.32T
SAK1	Whelen	Universal Siren Speaker Mounting Bracket	2.00	0.00	0.00T
CHWLFE29	Whelen	CORE (only) Siren Amplifier with One Speaker, Includes Mounting Bracket for 2020-2021 Ford Police Interceptor Utility 4/23	2.00	456.00	912.00T
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026 2022 2/23	2.00	174.66	349.32T
		*** Sides of Vehicle ***			
Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!			Subtotal		
			Sales Tax (7.8%)		
			Total		

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Sales Confirmation

Date	S.O. NBR
12/8/2023	104690

Name / Address
Sedona Police Department 100 Roadrunner Dr. Sedona, AZ 86336

Ship To
MHQ West Chandler, AZ

Rep	Phone #	Website	Unit NBR	Project	P.O. No.
Tom	(800) 299-1804	MHQwest.com		2024 PIU Patrol (x2)	
Item	MfG	Description	Ordered	Price	Amount
I3JC	Whelen	* Quarter Windows* ION Trio Red / Blue / White with White Over ride. KB 026 2022 9/22	4.00	150.16	600.64T
		*** Rear of Vehicle ***			
ETFBSSN-P	SoundOff Sig...	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s. 1/23	2.00	55.04	110.08T
VTX609B	Whelen	Vertex Super LED Lighthead, Blue KB 026 2022 5/23	4.00	80.00	320.00T
IONBKT8	Whelen	ION REAR SPOILER MTG BKT (PR) 7/23	2.00	24.54	49.08T
I3JC	Whelen	* Spoiler Lights * ION Trio Red / Blue / White with White Over ride. KB 026 2022 9/22	4.00	150.145	600.58T
TLMI2J	Whelen Man...	* Underhatch Lights * T ION Mini Duo Red Blue . KB026 2/23	4.00	89.33	357.32T
C-MD-317	Havis	Heavy-Duty Computer Monitor / Keyboard Mount and Motion Device 7/23	2.00	373.50	747.00T
C-HDM-1006	Havis	Ford 2020 Interceptor Utility Heavy-Duty Mount 7/23	2.00	108.54	217.08T
C-HDM-202	Havis	8.5" Heavy Duty Telescoping Pole, Short Handle. 4/23	2.00	102.60	205.20T
PKG-KB-205	Havis	Package – Chiclet Keyboard With Mount 7/23	2.00	657.76	1,315.52T
DS-GTC-312-3	Havis	Docking Station For Getac V110 Convertible Notebook With Triple Pass-Thru Antenna Connections & LIND Power Supply. 6/23	2.00	1,040.26	2,080.52T
Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!			Subtotal		
			Sales Tax (7.8%)		
			Total		

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Sales Confirmation

Date	S.O. NBR
12/8/2023	104690

Name / Address
Sedona Police Department 100 Roadrunner Dr. Sedona, AZ 86336

Ship To
MHQ West Chandler, AZ

Rep	Phone #	Website	Unit NBR	Project	P.O. No.
Tom	(800) 299-1804	MHQwest.com		2024 PIU Patrol (x2)	
Item	MfG	Description	Ordered	Price	Amount
C-VS-1210-INUT	Havis	2020-2021 Ford Interceptor Utility Mid-Height Angled Console 7/23	2.00	384.00	768.00T
CM009785-1	Havis	HVAC Relocation Bracket Kit. Option used in C-VS-1012-INUT console if vehicle is equipped with rear HVAC controller. 8/22	2.00	32.74	65.48T
LPS-211	Havis	Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles 3/23	2.00	32.25	64.50T
CV2V	Whelen	Vehicle to Vehicle Sync Module. CORE Promo# KB 026 2022 2/23	2.00	193.33	386.66T
MMBP-25	Magnetic Mic	Magnetic Mic 07/22	4.00	34.285	137.14T
C-EB25-XTL-1P	Havis	Remote head Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL 2500, XTL5000-05, APX 7500, 1/23	2.00	0.00	0.00T
C-EB40-CCS-1P	Havis	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom, CORE CCSRN, CCSRN TA, MPC03, CCTL7, CCTI6. 1/23	2.00	0.00	0.00T
C-FP-25	Havis	2-1/2" Filler Plate	2.00	0.00	0.00T
C-FP-3	Havis	3" Filler Plate	4.00	0.00	0.00T
CUP2-1001	Havis	Self-Adjusting Double Cup Holder to fit cups up to 3.5" in diameter. 5/23	2.00	50.25	100.50T
C-MCB	Havis	Mic Clip Bracket 5/23	4.00	14.25	57.00T
C-USB-2	Havis	Dual USB Charge Module. Two 2.4A charging ports. 3 yr warr.	2.00	89.25	178.50T
C-ARM-108	Havis	Side Mounted Flip Up Armrest. 12/23	2.00	161.35	322.70T
Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!			Subtotal		
			Sales Tax (7.8%)		
			Total		

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Sales Confirmation

Date	S.O. NBR
12/8/2023	104690

Name / Address
Sedona Police Department 100 Roadrunner Dr. Sedona, AZ 86336

Ship To
MHQ West Chandler, AZ

Rep	Phone #	Website	Unit NBR	Project	P.O. No.
Tom	(800) 299-1804	MHQwest.com		2024 PIU Patrol (x2)	
Item	MfG	Description	Ordered	Price	Amount
C-AP-0325-1	Havis	3" Accessory Pocket, 2.5" Deep. 3/23	2.00	38.25	76.50T
7060-061-110	Pelican	7060 LED Flashlight- AC Charger - Gen 5 9/22	2.00	214.22	428.44T
GVPMS-H	Pro-Gard	Tri-lock weapon mount, partition mounted 7/23	2.00	499.99	999.98T
ECVDMLTAL00	SoundOff Sig...	* Driver Dome Light * LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens. 1/23	2.00	89.05	178.10T
KB-GPSB-SEDON...	Panorama An...	GPSB-SEDONAZ-LT, Panorama GPSB antenna package 7/23	2.00	264.96	529.92T
PRSP4714UINT20A	Pro-Gard	Poly Center Slider Window with Expanded Metal Insert 7/23	2.00	994.31	1,988.62T
ECVDMLTST4G	SoundOff Sig...	Interior Cargo/LED Dome Light, Flush Surface Mount w/ Grey Base, 6" x 3" - White LEDs. 6/22	2.00	22.40	44.80T
S4702UINTOSB	Pro-Gard	Charcoal Grey ABS, Transport Seat w/ Poly Window Cargo Barrier and Outboard Seat Belts 7/23	2.00	1,768.32	3,536.64T
WBP47NPTUINT20	Pro-Gard	steal window bar kit, for OEM door panels 7/23	2.00	265.72	531.44T
SBX-5004	Havis	Modular Storage Drawer Mount for 2020-2021 Ford Interceptor Utility 12/22	2.00	630.76	1,261.52T
SBX-F28-PROKIT	Havis	Filler Panel For Havis Storage Drawer Mount To Pro-Gard Partition 7/23	2.00	105.75	211.50T
SBX-1004	Havis	Large Modular Storage Drawer with Medium-Duty Lock 12/22	2.00	994.51	1,989.02T
Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!			Subtotal		
			Sales Tax (7.8%)		
			Total		

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Sales Confirmation

Date	S.O. NBR
12/8/2023	104690

Name / Address
Sedona Police Department 100 Roadrunner Dr. Sedona, AZ 86336

Ship To
MHQ West Chandler, AZ

Rep	Phone #	Website	Unit NBR	Project	P.O. No.
Tom	(800) 299-1804	MHQwest.com		2024 PIU Patrol (x2)	
Item	MfG	Description	Ordered	Price	Amount
SBX-3003	Havis	Open Storage Drawer Topper. 6/23	2.00	199.50	399.00T
S-9872	Uline	2.5 lb Fire Extinguisher	2.00	71.25	142.50T
CRS849	Kustom Sign...	Raptor RP-1 Dual Ka-Band Antennas, Directional Mode, Same Lane Mode, Fastest Vehicle Mode 5/22	2.00	1,871.02	3,742.04T
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs. (full size) 20 Ft.with timer, bracket, circuit breaker. 5/23	2.00	719.98	1,439.96T
Graphics		Graphics	2.00	1,061.81	2,123.62T
Labor AZ	MHQ of AZ	EVT Certified Installation Labor	156.00	95.00	14,820.00
Materials		Misc Shop Supplies and Materials	2.00	225.00	450.00T
Shipping		Shipping	2.00	370.00	740.00
TCRWX5	Whelen	WeCanX TRACER DUO 5-LAMP HOUSING R/W B/W PROMO# KB026 CORE PKG 122 10/22	4.00	810.56	3,242.24T
TCRB50	Whelen	TRACER MTG KIT INTERCEPTOR SUV 2020. KB 026 2022	2.00	0.00	0.00T
Tint Window - SUV ...	Tint	Tint SUV / PU, STD Film. Level TBD.	2.00	337.50	675.00T
Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!			Subtotal		
			Sales Tax (7.8%)		
			Total		

\$57,979.36

\$3,308.71

\$61,288.07



SEDONA, CITY OF

(2) APX 4500

01/03/2024

01/03/2024

SEDONA, CITY OF
102 ROADRUNNER DR
SEDONA, AZ 86336

RE: Motorola Quote for (2) APX 4500
Dear Sherri Oconnor,

Motorola Solutions is pleased to present SEDONA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SEDONA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Douglas Buxbaum at Doug.Buxbaum@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Douglas Buxbaum

Billing Address:
SEDONA, CITY OF
102 ROADRUNNER DR
SEDONA, AZ 86336
US

Quote Date:01/03/2024
Expiration Date:04/02/2024
Quote Created By:
Douglas Buxbaum
Doug.Buxbaum@
motorolasolutions.com

End Customer:
SEDONA, CITY OF
Sherri Oconnor
928) 203-5170

Contract: 21069 - STATE OF AZ

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 4500 Enhanced						
1	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	2	\$2,117.44	\$1,545.73	\$3,091.46
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2	\$216.00	\$216.00	\$432.00
1b	GA09008AA	ADD: GROUP SERVICES	2	\$165.00	\$120.45	\$240.90
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	2	\$327.00	\$238.71	\$477.42
1d	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	2	\$715.00	\$521.95	\$1,043.90
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$66.00	\$48.18	\$96.36
1f	GA00804AA	ADD: APX O2 CH (GREY)	2	\$541.00	\$394.93	\$789.86
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
1h	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$57.67	\$115.34
1i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	\$0.00	\$0.00	\$0.00
1j	G89AC	ADD: NO RF ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	\$0.00	\$0.00
1l	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00

Subtotal \$6,287.24

\$653.88

Grand Total \$6,941.12(USD)





CITY COUNCIL AGENDA BILL

AB 2953
February 27, 2024
Regular Business

Agenda Item: 8a

Proposed Action & Subject: Presentation/discussion regarding the December 2023 sales and bed tax report.

Department	Financial Services
Time to Present	20 min
Total Time for Item	30 min
Other Council Meetings	August 22, 2023; November 28, 2023
Exhibits	A. December 2023 Sales and Bed Tax Report B. PowerPoint Presentation

Finance Approval	Reviewed 2/19/24 CRW	
City Attorney Approval	Reviewed 2/20/24 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For presentation and discussion only.	Amount Budgeted
		\$ N/A
		Account No. (Description)

SUMMARY STATEMENT

Background: A presentation will be made based on the December 2023 Sales and Bed Tax Report. This item will provide an opportunity for the City Council to discuss the report. Additional information regarding the report is below.

Transaction Privilege Tax: Technically, Arizona does not charge a sales tax. While we commonly use the term "sales tax," it is more correctly called a transaction privilege tax (TPT). The transaction privilege tax is not exclusive to retail sales. Also, the taxpayer, not the customer, is responsible for paying TPT.

Confidentiality Requirements: Arizona's confidentiality rules regarding TPT prohibit disclosure of any information regarding individual taxpayers. We cannot even disclose whether or not they pay taxes. We cannot disclose information regarding segments of taxpayers with less than 10 taxpayers in the group or when a taxpayer represents 90% or more of any size group.

Reported Categories: In the report, the "sales tax" portion is categorized as follows:

- Retail:
 - Retail sales, excluding food for home consumption (groceries)⁽¹⁾
 - Medical and adult use marijuana
 - Online marketplace

- Use tax
- Restaurant & Bar
 - Restaurants and bars
 - Adult use marijuana restaurants and bars
- Hotel/Motel
- Construction
 - Prime contracting
 - Speculative builders
 - Owner/builder contracting
 - Maintenance, repair, replacement and alteration (MRRA) construction activities
- Leasing⁽²⁾
 - Commercial rental/leasing of real property
 - Rental/leasing of tangible personal property
- Communications & Utilities
 - Utilities
 - Communications
- Amusements & Other
 - Amusements
 - Transporting
 - Publication
 - Job printing
 - Collections of tax due prior to 2015 not applicable in current categories
 - License fees

Detailed explanations of each category are in the [Sedona City Tax Code](#).

⁽¹⁾ Sedona does not charge tax on food for home consumption (groceries).

⁽²⁾ Sedona does not charge tax on long-term residential rentals (30 or more days).

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: for presentation/discussion only.

Sales Tax Revenues by Category

Month	Retail	Restaurant & Bar	Hotel/Motel	Construction	Leasing	Communi- cations & Utilities	Amusements & Other	Totals
City Sales Tax Revenues by Category and by Month								
July 2022	759,167	\$ 406,269	\$ 517,128	\$ 139,987	\$ 155,542	\$ 48,705	\$ 122,342	\$ 2,149,140
August 2022	797,223	369,186	502,766	195,095	156,688	96,617	80,318	2,197,893
September 2022	874,790	486,767	650,976	131,089	173,564	69,253	105,658	2,492,097
October 2022	1,053,822	582,764	868,383	161,238	177,348	39,266	139,165	3,021,986
November 2022	914,839	492,347	744,020	138,314	152,930	83,081	106,366	2,631,897
December 2022	896,682	424,843	586,451	134,064	168,411	67,347	83,243	2,361,041
January 2023	764,648	378,813	644,950	124,431	149,910	70,888	72,280	2,205,920
February 2023	792,929	463,351	765,546	138,808	163,484	68,826	97,392	2,490,336
March 2023	990,262	595,699	984,599	200,709	175,427	75,155	169,033	3,190,884
April 2023	1,113,347	691,082	1,011,113	216,734	174,942	58,701	207,381	3,473,300
May 2023	966,539	592,166	803,577	130,357	172,080	61,165	128,187	2,854,071
June 2023	881,068	534,000	730,408	183,666	166,143	76,532	131,490	2,703,307
Total FY 2023	\$ 10,805,316	\$ 6,017,287	\$ 8,809,917	\$ 1,894,492	\$ 1,986,469	\$ 815,536	\$ 1,442,855	\$ 31,771,872

July 2023	\$ 778,962	\$ 461,212	\$ 540,153	\$ 134,293	\$ 151,190	\$ 79,464	\$ 102,741	\$ 2,248,015
August 2023	752,174	374,561	504,575	141,699	150,880	78,798	85,823	2,088,510
September 2023	901,032	526,505	784,683	171,326	205,232	76,586	110,416	2,775,780
October 2023	942,031	620,926	990,233	144,570	186,966	66,800	126,256	3,077,782
November 2023	897,812	540,928	782,416	154,516	182,257	64,037	125,745	2,747,711
December 2023	929,241	473,635	666,630	186,078	183,248	55,747	100,634	2,595,213
January 2024	-	-	-	-	-	-	-	-
February 2024	-	-	-	-	-	-	-	-
March 2024	-	-	-	-	-	-	-	-
April 2024	-	-	-	-	-	-	-	-
May 2024	-	-	-	-	-	-	-	-
June 2024	-	-	-	-	-	-	-	-
Total Year-to-Date FY 2024	\$ 5,201,252	\$ 2,997,767	\$ 4,268,690	\$ 932,482	\$ 1,059,773	\$ 421,432	\$ 651,615	\$ 15,533,011

Current Month Comparison to Same Month Last Year

December 2023 vs. December 2024	\$ 32,559	\$ 48,792	\$ 80,179	\$ 52,014	\$ 14,837	\$ (11,600)	\$ 17,391	\$ 234,172
Change from December to December	4%	11%	14%	39%	9%	-17%	21%	10%

Year-to-Date Comparison to Year-to-Date Last Year

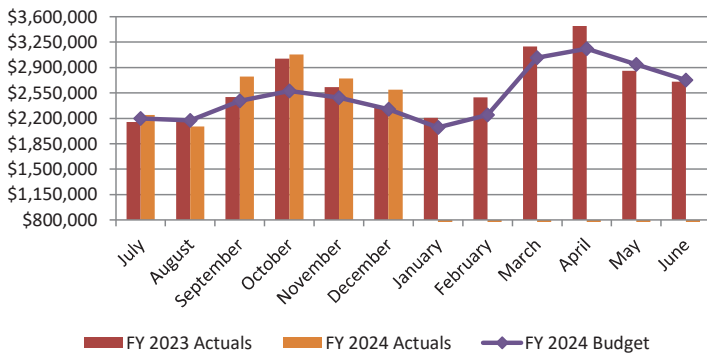
Difference in YTD	\$ (95,271)	\$ 235,591	\$ 398,966	\$ 32,695	\$ 75,290	\$ 17,163	\$ 14,523	\$ 678,957
% Change from Prior YTD	-2%	9%	10%	4%	8%	4%	2%	5%

Sales & Bed Tax Revenues by Month

City Sales Tax Revenues

Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
July	\$ 2,149,138	\$ 2,248,015	5%	\$ 2,198,080	2%
August	2,197,897	2,088,510	-5%	2,172,310	-4%
September	2,492,094	2,775,781	11%	2,440,450	14%
October	3,021,987	3,077,781	2%	2,578,710	19%
November	2,631,897	2,747,711	4%	2,484,350	11%
December	2,361,041	2,595,213	10%	2,325,920	12%
January	2,205,919	-	-	2,073,720	-
February	2,490,337	-	-	2,246,900	-
March	3,190,884	-	-	3,035,630	-
April	3,473,299	-	-	3,160,390	-
May	2,854,072	-	-	2,941,420	-
June	2,703,306	-	-	2,726,100	-
Totals	\$ 31,771,871	\$ 15,533,009	5%	\$ 30,383,980	9%

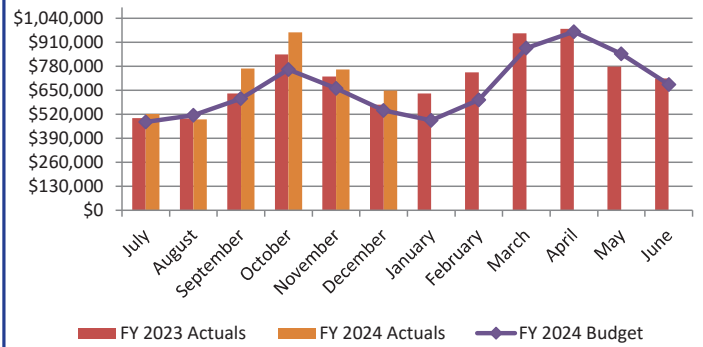
City Sales Tax Revenues



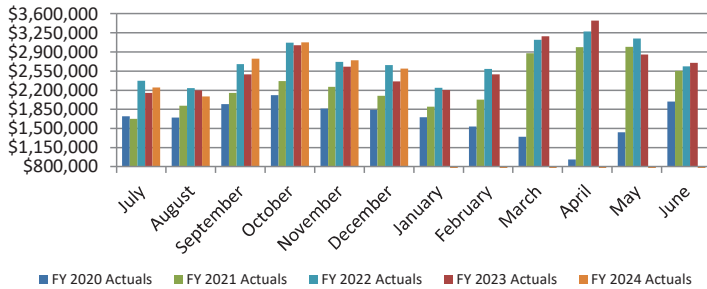
Bed Tax Revenues

Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
July	\$ 499,299	\$ 522,779	5%	\$ 478,550	9%
August	498,556	492,948	-1%	514,590	-4%
September	633,082	768,445	21%	604,730	27%
October	844,792	963,131	14%	763,750	26%
November	724,025	762,630	5%	661,020	15%
December	571,961	647,971	13%	541,360	20%
January	633,341	-	-	486,810	-
February	748,220	-	-	598,580	-
March	959,154	-	-	879,630	-
April	982,381	-	-	966,860	-
May	779,126	-	-	847,140	-
June	714,052	-	-	681,970	-
Totals	\$ 8,587,989	\$ 4,157,903	10%	\$ 8,024,990	17%

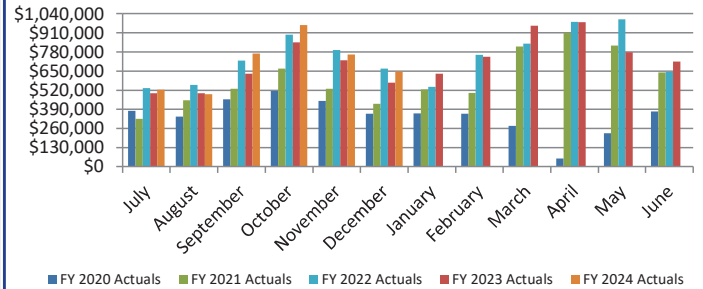
Bed Tax Revenues



City Sales Tax Revenues Historical Trends



Bed Tax Revenues Historical Trends

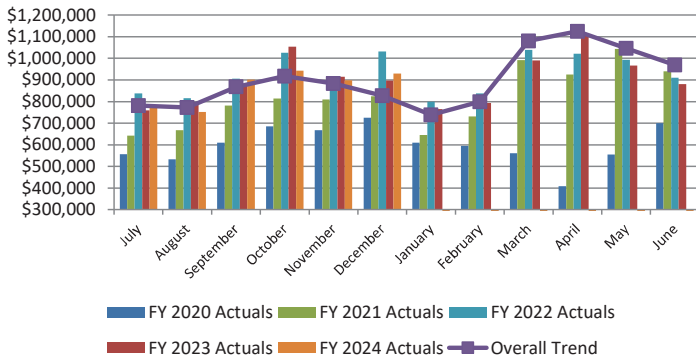


Historical Changes - City Sales Tax

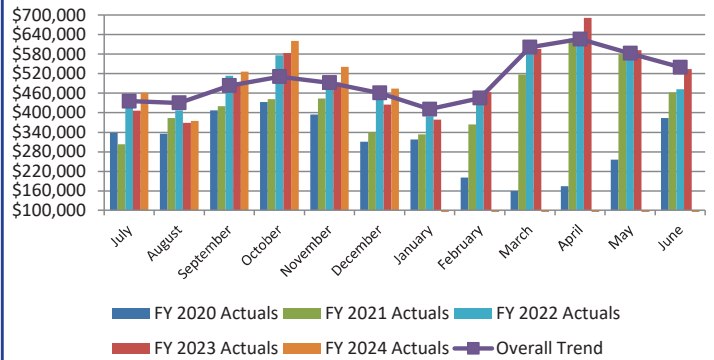
Early FY 2020: Effective October 1, 2019, all retail marketplaces are required to collect and remit taxes. This is the result of Wayfair v. South Dakota; however, many of the marketplaces were already collecting and remitting taxes.

Historical Sales Tax Revenues by Category

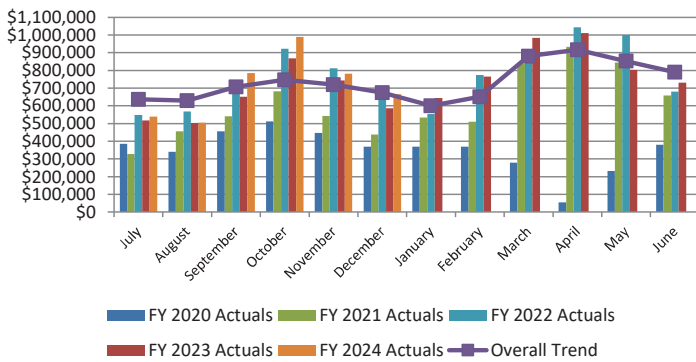
Retail Historical Trends



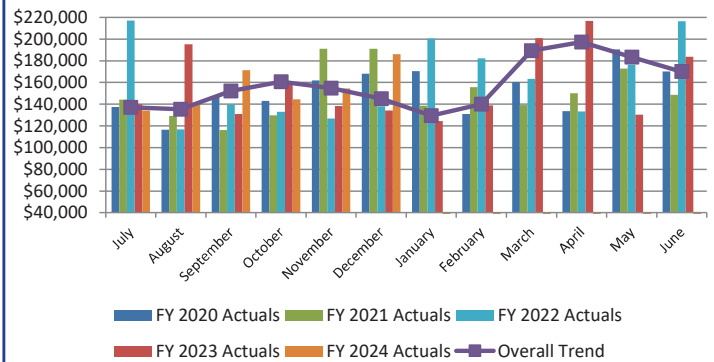
Restaurant & Bar Historical Trends



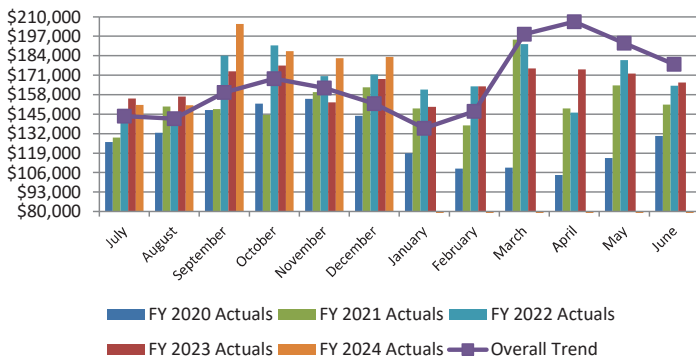
Hotel/Motel Historical Trends



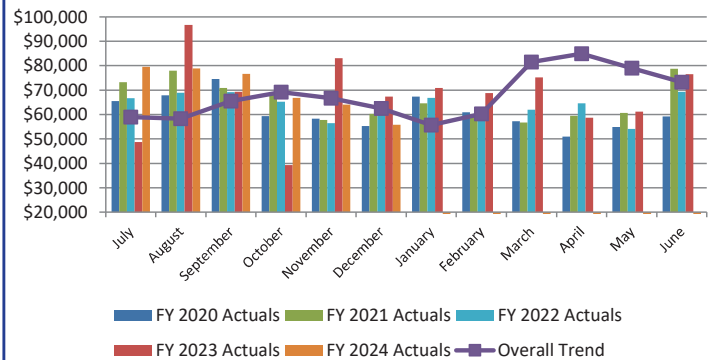
Construction Historical Trends



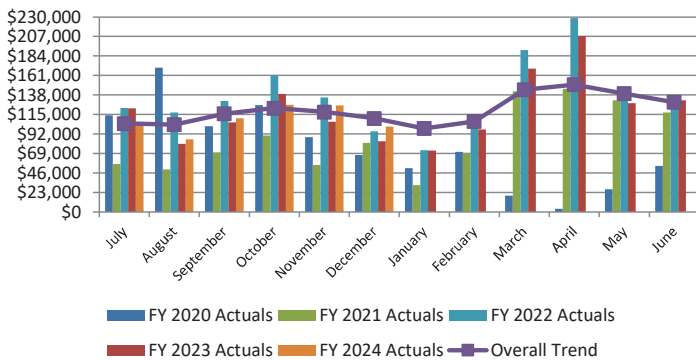
Leasing Historical Trends



Communications & Utilities Historical Trends



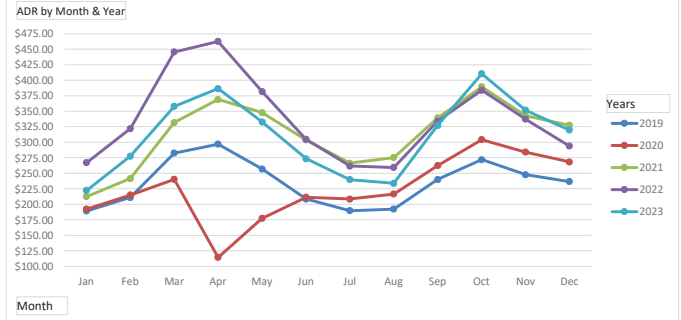
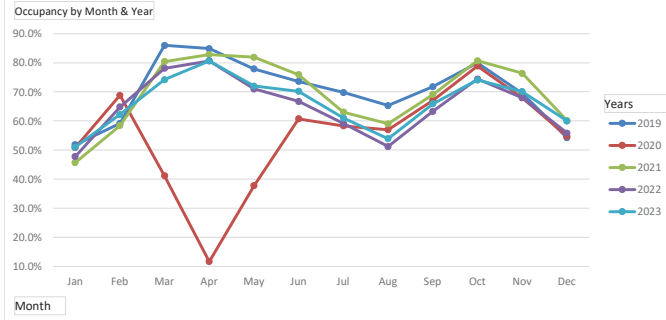
Amusements & Other Historical Trends



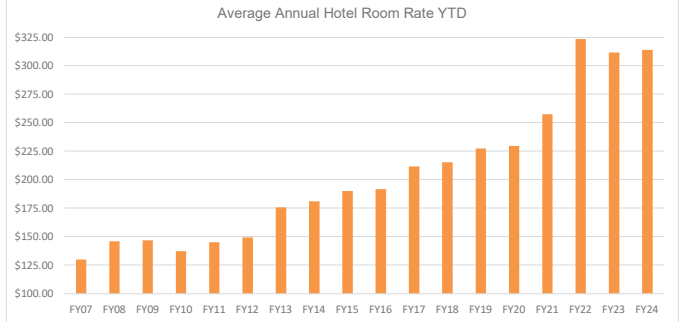
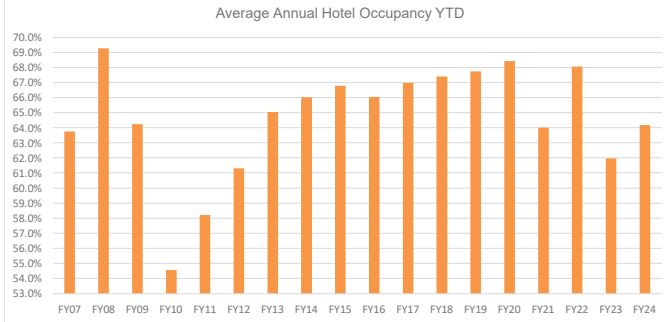
NOTE: The Overall Trend lines represent the trend in relation to total sales tax revenues to demonstrate how each category follows or does not follow the overall seasonal trends.

Historical Hotel Occupancy & Average Daily Room Rate

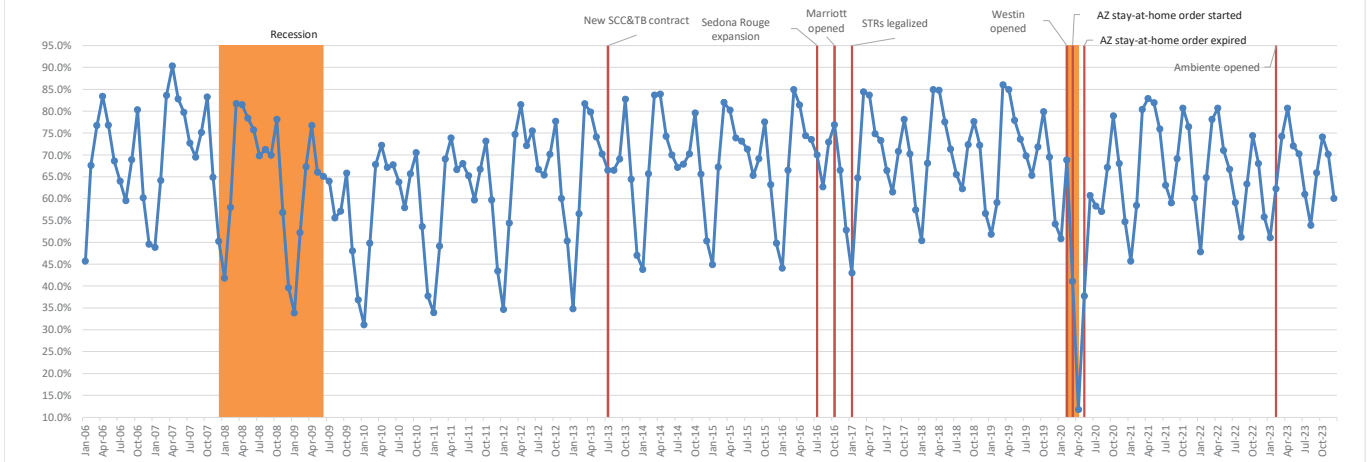
Monthly Hotel Occupancy & Average Daily Room Rate



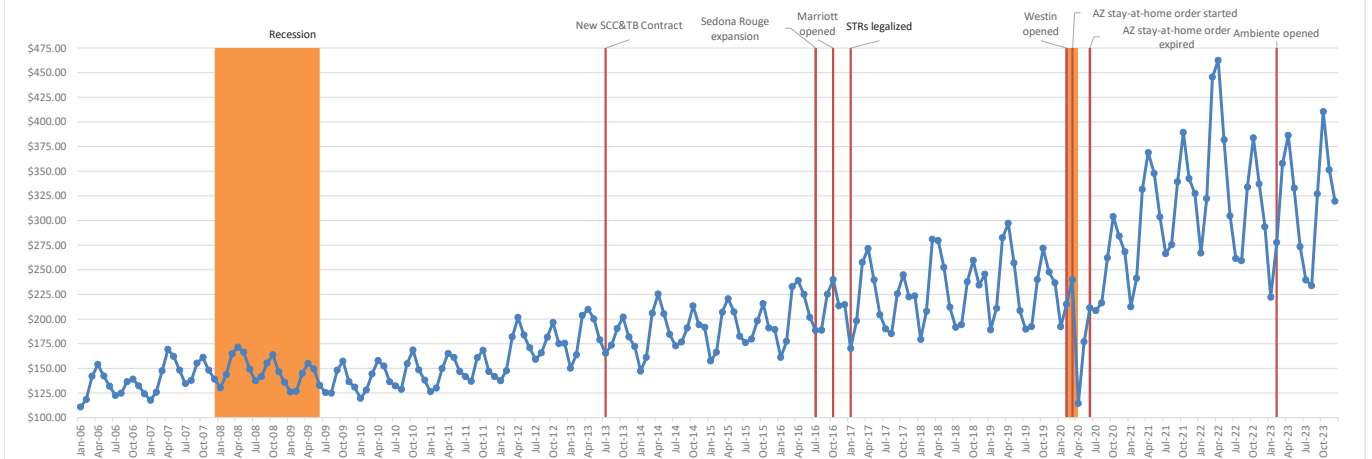
Average Annual Hotel Occupancy & Average Annual Room Rate as of December



Historical Hotel Occupancy



Historical Average Daily Room Rate



City Tax Code Definitions Related to Hotel/Motel Category

Section 8-100. General Definitions.

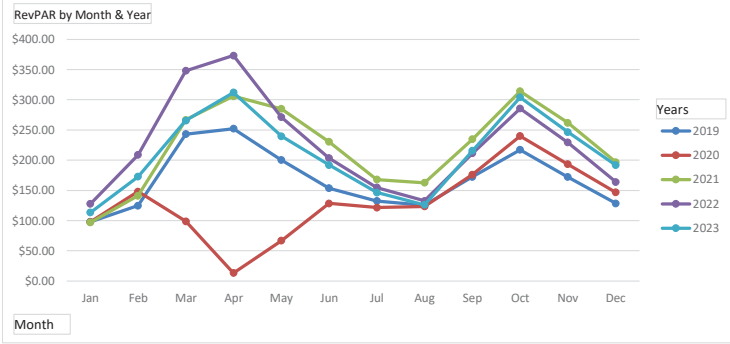
"Hotel" means any public or private hotel, inn, hostelry, tourist home, house, motel, rooming house, apartment house, trailer, or other lodging place within the City offering lodging, wherein the owner thereof, for compensation, furnishes lodging to any transient, except foster homes, rest homes, sheltered care homes, nursing homes, or primary health care facilities.

"Lodging (Lodging Space)" means any room or apartment in a hotel or any other provider of rooms, trailer spaces, or other residential dwelling spaces; or the furnishings or services and accommodations accompanying the use and possession of said dwelling space, including storage or parking space for the property of said tenant.

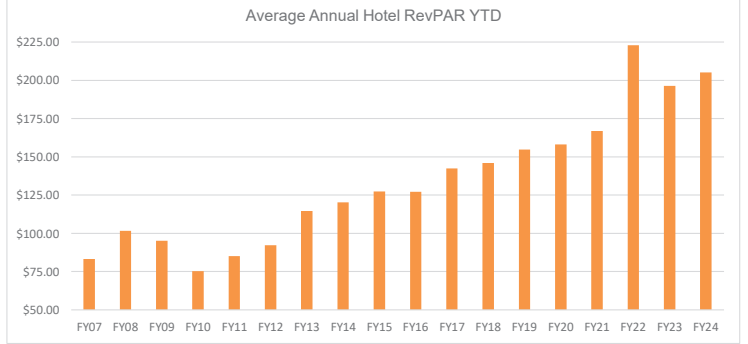
NOTE: The above occupancy and average daily room rate data is for traditional hotel type entities only.

Historical Hotel Revenue Per Available Room

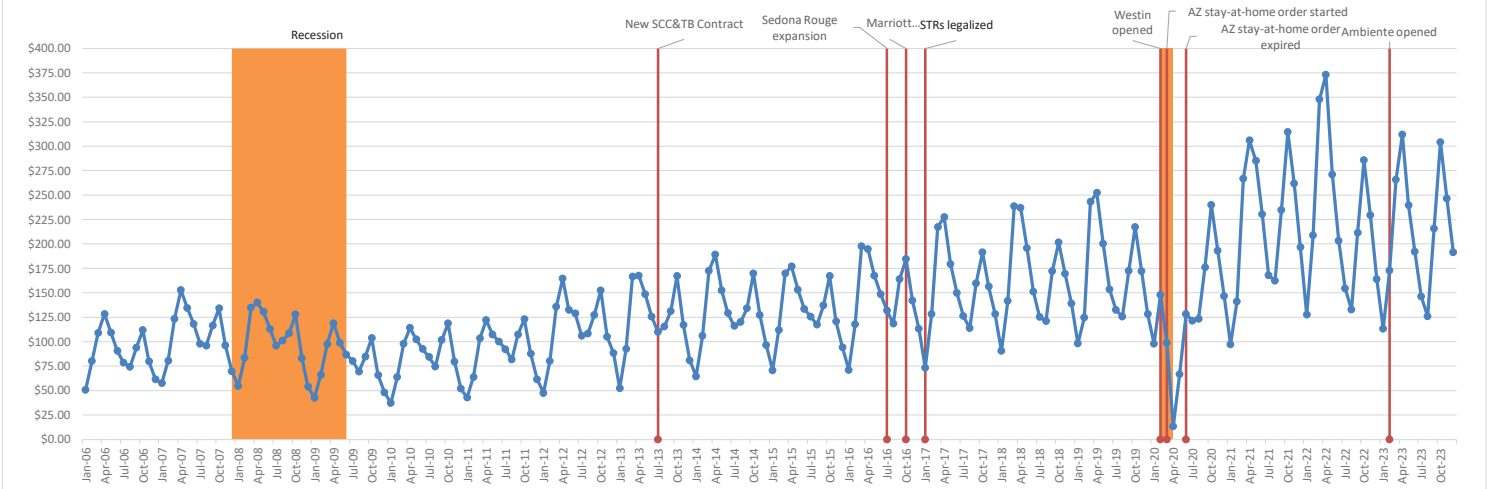
Monthly Hotel Revenue per Available Room



Average Annual Hotel Revenue per Available Room as of December



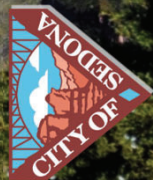
Historical Hotel Revenue per Available Room



NOTE: Revenue per Available Room (RevPAR) is the average daily room rate times the occupancy rate.

December 2023 Sales & Bed Tax Revenues

City Council Meeting
February 27, 2024



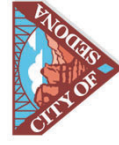
Comparison to Prior Year and Budget

City Sales Tax Revenues

Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
July	\$ 2,149,138	\$ 2,248,015	5%	2,198,080	2%
August	2,197,897	2,088,510	-5%	2,172,310	-4%
September	2,492,094	2,775,781	11%	2,440,450	14%
October	3,021,987	3,077,781	2%	2,578,710	19%
November	2,631,897	2,747,711	4%	2,484,350	11%
December	2,361,041	2,595,213	10%	2,325,920	12%
January	2,205,919	-	-	2,073,720	-
February	2,490,337	-	-	2,246,900	-
March	3,190,884	-	-	3,035,630	-
April	3,473,299	-	-	3,160,390	-
May	2,854,072	-	-	2,941,420	-
June	2,703,306	-	-	2,726,100	-
Totals	\$ 31,771,871	\$ 15,533,009	5%	\$ 30,383,980	9%

Bed Tax Revenues

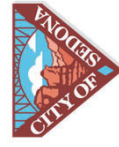
Month	FY 2023 Actuals	FY 2024 Actuals	Actual Variance	FY 2024 Budget	Budget Variance
July	\$ 499,299	\$ 522,779	5%	478,550	9%
August	498,556	492,948	-1%	514,590	-4%
September	633,082	768,445	21%	604,730	27%
October	844,792	963,131	14%	763,750	26%
November	724,025	762,630	5%	661,020	15%
December	571,961	647,971	13%	541,360	20%
January	633,341	-	-	486,810	-
February	748,220	-	-	598,580	-
March	959,154	-	-	879,630	-
April	982,381	-	-	966,860	-
May	779,126	-	-	847,140	-
June	714,052	-	-	681,970	-
Totals	\$ 8,587,989	\$ 4,157,903	10%	\$ 8,024,990	17%



Comparison to Pre-COVID

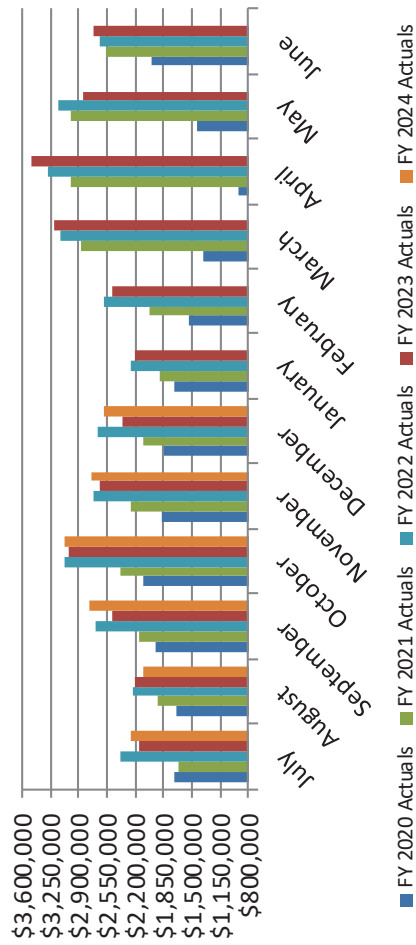
	Dec 2019	Dec 2023	% Change	FY2020 YTD	FY2024 YTD	% Change
Sales Tax	\$1,840,064	\$2,595,213	41%	\$11,181,300	\$15,533,009	39%
Bed Tax	\$360,997	\$647,971	79%	\$2,501,248	\$4,157,903	66%

NOTE: Western Region CPI increase from Dec 2019 to Dec 2023 was 20%.

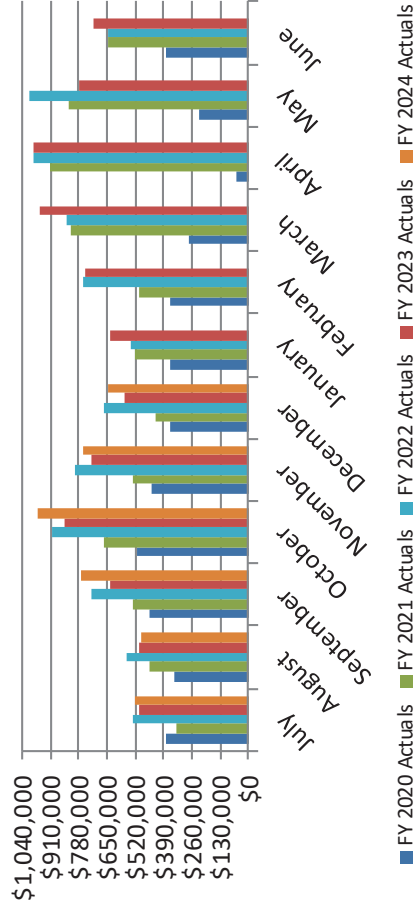


Historical Trends

**City Sales Tax Revenues
Historical Trends**



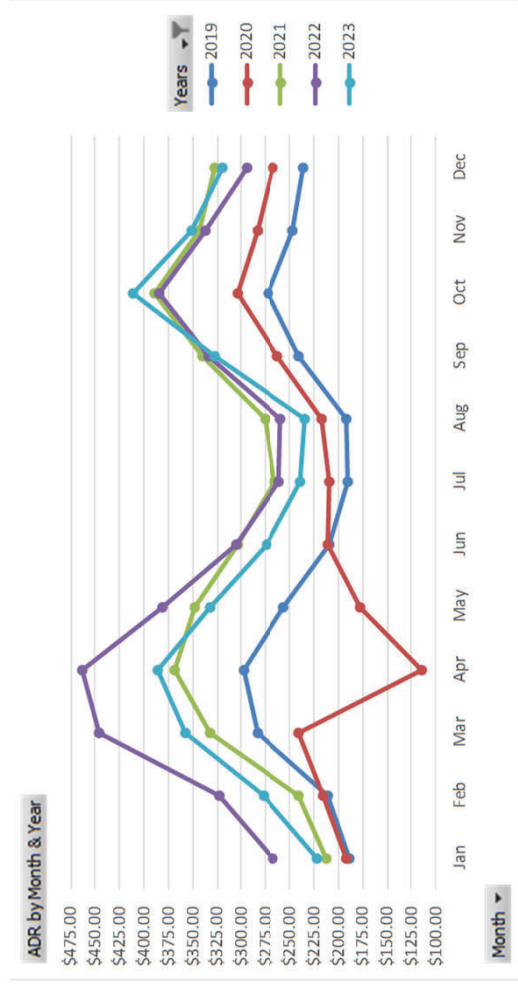
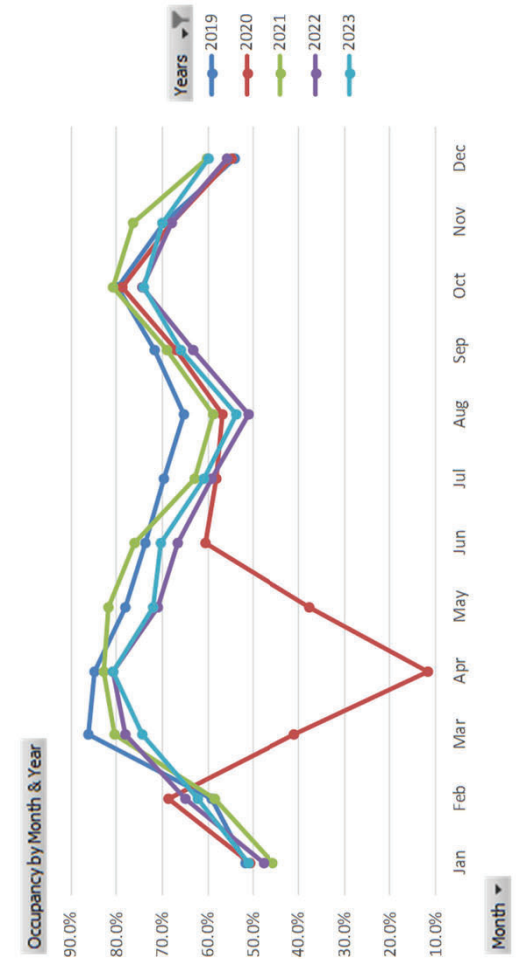
**Bed Tax Revenues
Historical Trends**



YTD Dec 2023 sales tax is 1% less than the YTD Dec 2021 peak. YTD Dec 2022 sales tax was 6% less than the YTD Dec 2021 peak.
 YTD Dec 2023 bed tax is <1% less than the YTD Dec 2021 peak. YTD Dec 2022 bed tax was 10% less than the YTD Dec 2021 peak.



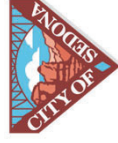
Traditional Hotel Occupancy & ADR



SCTC Section 8-100. General Definitions.

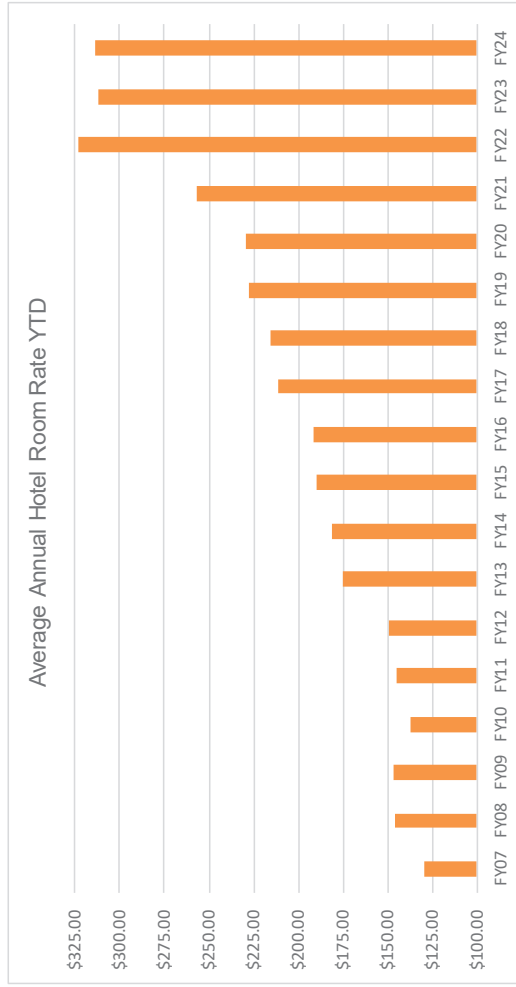
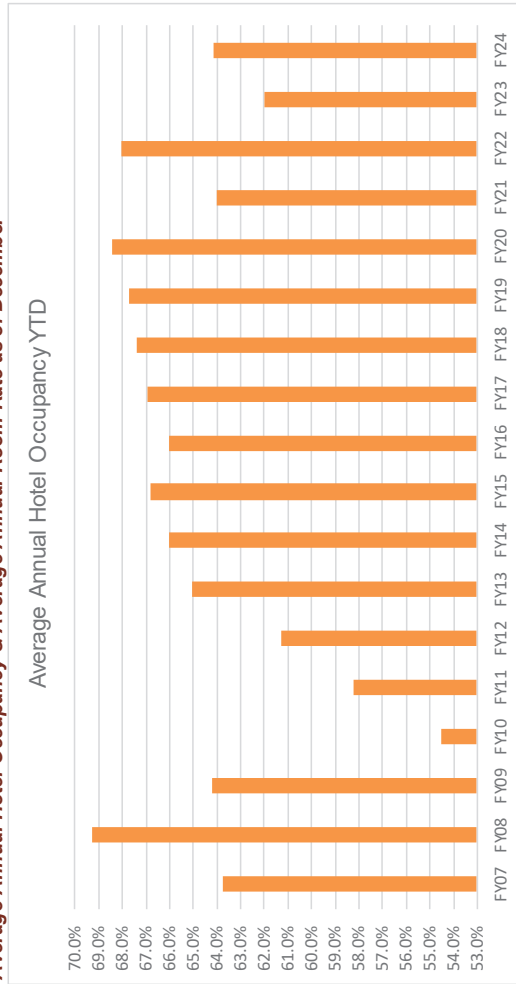
"Hotel" means any public or private hotel, inn, hostelry, tourist home, house, motel, rooming house, apartment house, trailer, or other lodging place within the City offering lodging, wherein the owner thereof, for compensation, furnishes lodging to any transient, except foster homes, rest homes, sheltered care homes, nursing homes, or primary health care facilities.

"Lodging (Lodging Space)" means any room or apartment in a hotel or any other provider of rooms, trailer spaces, or other residential dwelling spaces; or the furnishings or services and accommodations accompanying the use and possession of said dwelling space, including storage or parking space for the property of said tenant.

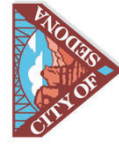
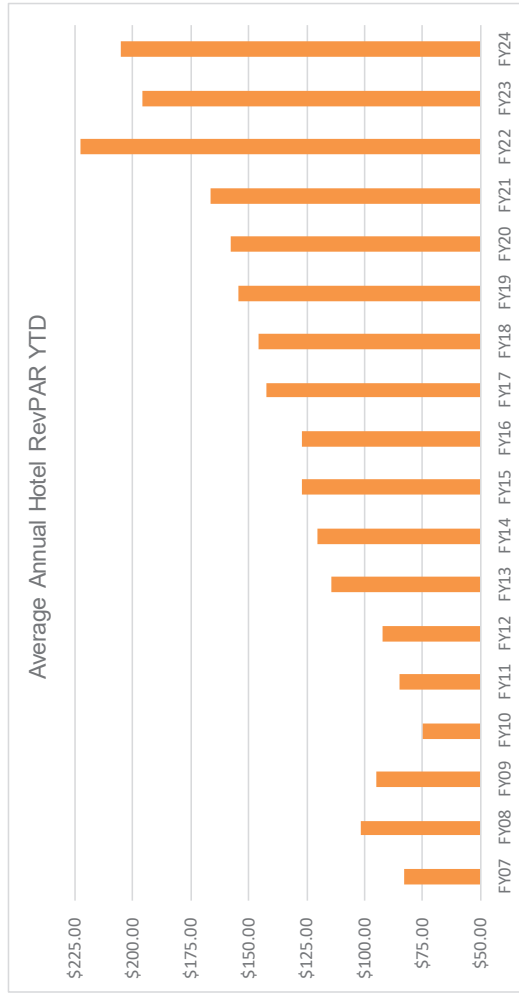
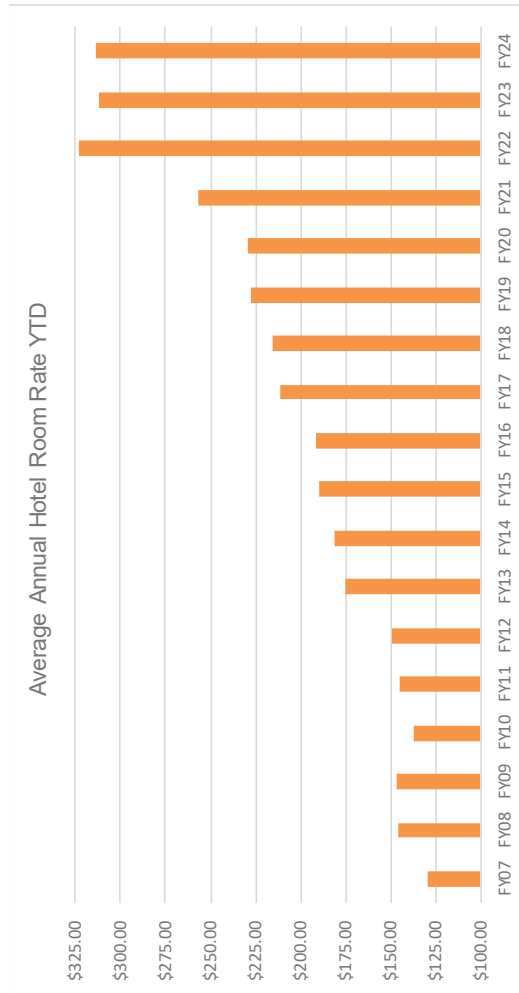


Average Annual Traditional Hotel Occupancy & ADR

Average Annual Hotel Occupancy & Average Annual Room Rate as of December



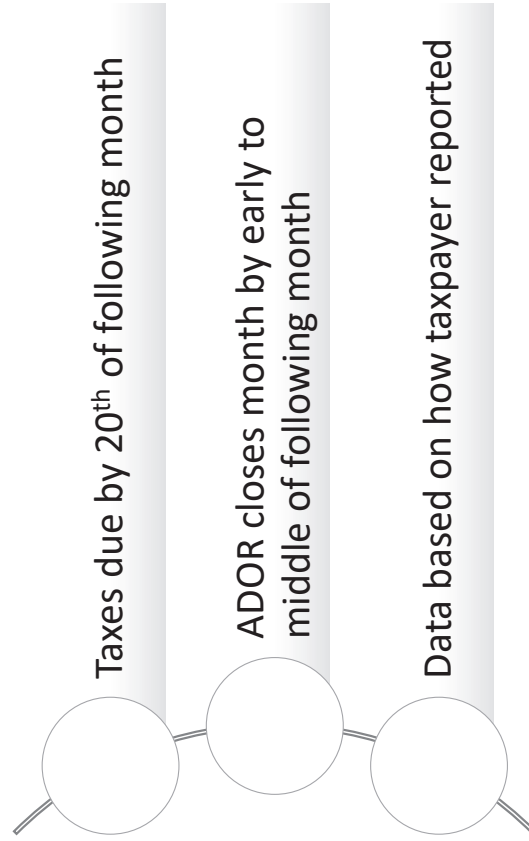
Average Annual Traditional Hotel ADR & RevPAR

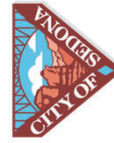


December 2023 Revenues by Period End Date

Period End Date	Amount
1990	2.00
1992	0.44
1999	0.28
2000	0.14
2001	1.72
2002	0.42
2003	3.33
2007	0.43
2010	28.99
2015	12.57
2016	360.43
2017	5.00
2018	2,974.18
2019	2,296.18
2020	4,189.51
2021	1,697.56

Period End Date	Amount
2022	8,022.62
2023:	
Jan	190.53
Feb	7,137.55
Mar	1,451.04
Apr	(6,110.56)
May	(5,492.81)
Jun	(12,693.69)
Jul	2,528.87
Aug	7,328.38
Sep	7,996.85
Oct	31,540.43
Nov	92,859.38
Dec	3,052,291.23
2024	44,561.03
Grand Total	\$3,243,184.03



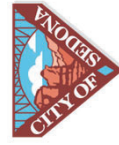


Month	Retail	Restaurant & Bar	Hotel/Motel	Construction	Leasing ⁽¹⁾	Communi- cations & Utilities	Amusements & Other	Totals
City Sales Tax Revenues by Category and by Month								
July 2022	759,167	\$ 406,269	\$ 517,128	\$ 139,987	\$ 155,542	\$ 48,705	\$ 122,342	\$ 2,149,140
August 2022	797,223	369,186	502,766	195,095	156,688	96,617	80,318	2,197,893
September 2022	874,790	486,767	650,976	131,089	173,564	69,253	105,658	2,492,097
October 2022	1,053,822	582,764	868,383	161,238	177,348	39,266	139,165	3,021,986
November 2022	914,839	492,347	744,020	138,314	152,930	83,081	106,366	2,631,897
December 2022	896,682	424,843	586,451	134,064	168,411	67,347	83,243	2,361,041
January 2023	764,648	378,813	644,950	124,431	149,910	70,888	72,280	2,205,920
February 2023	792,929	463,351	765,546	138,808	163,484	68,826	97,392	2,490,336
March 2023	990,262	595,699	984,599	200,709	175,427	75,155	169,033	3,190,884
April 2023	1,113,347	691,082	1,011,113	216,734	174,942	58,701	207,381	3,473,300
May 2023	966,539	592,166	803,577	130,357	172,080	61,165	128,187	2,854,071
June 2023	881,068	534,000	730,408	183,666	166,143	76,532	131,490	2,703,307
Total FY 2023	\$ 10,805,316	\$ 6,017,287	\$ 8,809,917	\$ 1,894,492	\$ 1,986,469	\$ 815,536	\$ 1,442,855	\$ 31,771,872
July 2023	\$ 778,962	\$ 461,212	\$ 540,153	\$ 134,293	\$ 151,190	\$ 79,464	\$ 102,741	\$ 2,248,015
August 2023	752,174	374,561	504,575	141,699	150,880	78,798	85,823	2,088,510
September 2023	901,032	526,505	784,683	171,326	205,232	76,586	110,416	2,775,780
October 2023	-	-	-	-	-	-	-	-
November 2023	-	-	-	-	-	-	-	-
December 2023	-	-	-	-	-	-	-	-
January 2024	-	-	-	-	-	-	-	-
February 2024	-	-	-	-	-	-	-	-
March 2024	-	-	-	-	-	-	-	-
April 2024	-	-	-	-	-	-	-	-
May 2024	-	-	-	-	-	-	-	-
June 2024	-	-	-	-	-	-	-	-
Total Year-to-Date FY 2024	\$ 2,432,168	\$ 1,362,278	\$ 1,829,411	\$ 447,318	\$ 507,302	\$ 234,848	\$ 298,980	\$ 7,112,305
Current Month Comparison to Same Month Last Year								
September 2023 vs. September 2024	\$ 26,242	\$ 39,738	\$ 133,707	\$ 40,237	\$ 31,668	\$ 7,333	\$ 4,758	\$ 283,683
Change from September to September	3%	8%	21%	31%	18%	11%	5%	11%
Year-to-Date Comparison to Year-to-Date Last Year								
Difference in YTD	\$ 988	\$ 100,056	\$ 158,541	\$ (18,853)	\$ 21,508	\$ 20,273	\$ (9,338)	\$ 273,175
% Change from Prior YTD	0%	8%	9%	-4%	4%	9%	-3%	4%

⁽¹⁾In Dec 2023, Amusements & Other included significant delinquencies. Excluding delinquent collections, it is estimated that Dec 2023 would have been 2% less than Dec 2022.

Comparison to Pre-COVID by Category

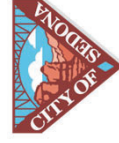
	Dec 2023	Dec 2019	% Change
Retail	\$929,241	\$725,119	28%
Restaurant & Bar	\$473,635	\$310,857	52%
Hotel/Motel	\$666,630	\$369,481	80%
Construction	\$186,078	\$168,222	11%
Leasing	\$183,248	\$143,855	27%
Communications & Utilities	\$55,747	\$55,259	1%
Amusements & Other	\$100,634	\$67,271	50%



Increase/(Decrease) in Revenues

	Over (Under) Prior Year	Over (Under) Budget ⁽¹⁾
Sales Tax	\$ 678,954	\$1,333,189
Bed Tax	386,189	593,903
Total	\$1,065,143	\$1,927,092

⁽¹⁾ FY2024 sales and bed tax projections were based on conservative estimates in case of a recession occurring during the fiscal year. While the occurrence of a potential recession remains to be seen, current estimated General Fund surplus for FY2024 is \$10M.



Questions?





CITY COUNCIL AGENDA BILL

AB 3027
February 27, 2024
Regular Business

Agenda Item: 8b

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

Department	City Manager
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	January 23, 2024; February 13, 2024
Exhibits	None

Finance Approval	Reviewed 2/19/24 CRW	
City Attorney Approval	Reviewed 2/20/24 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For discussion and direction only.	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

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

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

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: for presentation and direction purposes only.